

AGREEMENT BIBLIOGRAPHY

Agreement With:	Orange County Fire Authority
Agreement Type:	To provide Fire Services and Emergency Medical Services for the City
Date Approved:	04 09 2019
Start Date:	08 16 2019
End Date:	See agreement
Contract Amount:	\$20,322,587
Comments	File No. 55 - 61.1A – 61.1 Includes Amended OCFA JPA, JPA Amendment Nos. 1-4, and Lease agreement for fire stations
Insurance Expiration:	N/A

Garden Grove
FIRE SERVICES AND EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April 2019, by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Authority ("OCFA"), and the CITY OF GARDEN GROVE, a municipal corporation and general law city in the County of Orange ("CITY".)

RECITALS

- A. CITY is located wholly within the County of Orange.
- B. CITY is legally obligated to provide fire protection services within its boundaries.

C. OCFA is the successor entity to the County of Orange Fire Department and CITY has chosen to be a member of and contract with the OCFA for the provision of fire protection services within CITY's boundaries.

NOW, THEREFORE. In consideration of the mutual promises contained herein, the Parties agree as follows:

I. **DEFINITIONS:** As used in this Agreement:

- 1. "CITY" means the City of GARDEN GROVE.
- 2. "AUTHORITY" or "OCFA" means the Orange County Fire Authority.
- 3. "Division Chief" means the Division Chief supervising Division 1, or any successor Division.
- 4. "CITY Council" means the City Council of the CITY of GARDEN GROVE.
- 5. "CITY Manager" means the City Manager of the CITY of GARDEN GROVE.
- 6. "JPA Board" means the Board of Directors of the Orange County Fire Authority.
- 7. "JPA Agreement" means the Amended Orange County Fire Authority Joint Powers Agreement dated September 23, 1999 and any subsequent amendments approved as authorized therein.
- 8. "Fire Chief" means the chief executive officer of the Orange County Fire Authority.
- 9. "Fiscal Year" means the annual period commencing on July 1st and ending June 30th.

10. "MOU" means the Memoranda of Understanding between the OCFA and (a) International Association of Firefighters Local 3631 (the Orange County Professional Firefighters Association); (b) the OCFA Chief Officers Association; (c) the Orange County Employees Association; and (d) the Orange County Fire Authority Managers' Association, as they exist on the effective date of this Agreement and as they may, from time to time, be amended or suspended.

11. "Division" means an area that identifies a specific geographical boundary that can include multiple fire suppression battalions and/or cities.

12. "Fire Battalion Chief" means an individual who supervises a battalion or an Orange County Fire Authority section, (e.g., Training Section).

13. "Battalion" means an area that identifies a specific geographical boundary that includes multiple stations and/or cities.

II. MEMBERSHIP: CITY shall be a member of OCFA and shall be subject to all the provisions, conditions, benefits, obligations and liabilities set forth in the JPA Agreement, as that Agreement may be further amended from time to time, unless otherwise provided herein. CITY shall have one representative on the JPA Board.

III. GENERAL SCOPE:

1. OCFA shall provide to CITY fire suppression, fire prevention, fire investigation, emergency medical, rescue and related services, hazardous materials response, and community safety and education services (collectively "fire services"). Services provided exclude weed abatement services.

2. The effective date in which OCFA will begin providing services to CITY is planned for 08:00 a.m., August 16, 2019; however, in the event additional time is needed to obtain final approval of the transition, the effective date may be modified by mutual agreement of CITY and OCFA. The intent is that the effective date be scheduled approximately 120 days after final approval of the transition.

3. The level of service provided shall be the same as the general level of similar services provided by OCFA elsewhere within its boundaries. Specific service criteria are set forth in Attachment "A" to this Agreement, and incorporated herein as if fully set forth within the body of this Agreement. Any changes to such levels and method of service shall be determined by the Board of Directors and administered by the Fire Chief, who shall have direct control and supervision over the services provided pursuant to this Agreement, and who is hereby designated as the CITY Fire Chief and Fire Marshal.

4. Fire suppression and emergency medical response stations located within or assigned to the CITY are set forth below and shall be the same as existed on the effective date of this Agreement. Prior to making any changes to assigned fire suppression and emergency medical response stations, the Fire Chief shall meet and confer with the CITY Manager. Any changes in fire suppression and emergency medical response service station assignments shall be set forth in a written Memorandum of Understanding

("MOU") between the Fire Chief and the CITY Manager. In the event of failure to reach agreement with the Fire Chief, the CITY shall have the right to appeal to OCFA's Board of Directors.

5. Subsection (3) above shall not restrict the OCFA Board of Directors from approving OCFA related service enhancements from the Structural Fire Fund Entitlement Fund.

6. The Division Chief assigned to the CITY, or his or her designee, shall attend CITY Council meetings, commission meetings and CITY staff meetings when requested by the CITY Manager and shall provide the CITY with any and all reports or documents pertaining to the CITY upon reasonable request by the CITY Manager.

7. Fire suppression and emergency medical response services shall be provided from CITY locations stated below, which shall be re-designated as indicated:

<u>Location</u>	<u>Old Designation</u>	<u>New Designation</u>
11301 Acacia Pkwy	Station #1	Station #81
11805 Gilbert St	Station #2	Station #82
12132 Trask Ave	Station #3	Station #83
12191 Valley View St	Station #4	Station #84
12751 Western Ave	Station #5	Station #85
12232 West St	Station #6	Station #86
14162 Forsyth Ln	Station #7	Station #80

IV. ADMINISTRATION:

1. In providing fire services, OCFA hereby is authorized to and may enforce applicable CITY codes and ordinances, collect and retain any and all Fire Prevention or Miscellaneous User fees (excluding paramedic user fees) as determined by OCFA, and file any claims or actions on behalf of CITY to recover and retain amounts for emergency and hazardous materials responses.

2. The OCFA Fire Chief hereby is designated as Fire Chief of CITY.

3. Personnel and equipment routinely assigned to provide services under this Agreement shall be assigned to Battalion 11. The Battalion Chief of Battalion 11 will exercise day-to-day operational responsibility within the CITY.

4. On activation of the CITY's Emergency Operations Center (EOC), the individuals designated by the CITY Manager and the Division Chief shall be detailed to assist in EOC operations and release of local resources may occur only after their evaluation of local conditions.

V. LEASE OF APPARATUS: AUTHORITY hereby agrees to lease from CITY, and CITY hereby agrees to lease to OCFA, the following apparatus (the "specified apparatus"):

2017 Ford 250 4x4 Crew Cab	#139	1FT7W2B64HEF25569
2015 Ford F250 4x4 Crew Cab	#938	1FT7W2B61FEB24882
2002 Pierce Dash Type I	#555	4PICT02563A002750
2009 Pierce Arrow Type I	#820	4P1CA01H59A009841
2009 Pierce Arrow Type I	#821	4P1CA01H09A009861
2009 Pierce Arrow Type I	#822	4P1CA01H29A009862
2015 Pierce Arrow Type I	#958	4P1BAAGF8FA015457
2015 Pierce Arrow Type I	#959	4P1BAAGF8FA015458
2005 Pierce Dash 100" TDA (Training)	#625	4P1CD01H55A005225
2018 Air Utility	#186	3HAMKTARXKL293918

1. The specified apparatus shall be delivered to the OCFA equipped as currently equipped by the CITY. OCFA will ensure that frontline emergency apparatus assigned within the CITY (trucks, engines) will reflect the City of Garden Grove's seal, in addition to the OCFA's logo, along with wording to indicate that the apparatus is serving the City of Garden Grove.

2. For the specified apparatus, OCFA will lease from the CITY at no cost, the term of such lease shall commence concurrently with this Agreement, and the term of such lease shall terminate upon retirement of the apparatus from OCFA.

3. The specified apparatus shall be incorporated into the OCFA's established vehicle rotation and replacement programs, preventive maintenance programs, and will be enrolled in OCFA's vehicle insurance program.

4. Each fiscal year, commencing with fiscal year 2019/20, CITY shall pay to OCFA the CITY's share of the OCFA's vehicle replacement program. For fiscal year 2019/20, the annualized amount is \$306,998. The prorated amount of \$13,204 for the first partial month of August 2019, and the subsequent monthly amount of \$25,583 for September 2019 through June 2020 is included in the costs of service set out in section VII below and is subject to annual increases.

5. For purposes of the vehicle replacement program, the following useful life assumptions apply:

Useful Life:

Engine - 13 years or 120,000 miles

Truck - 17 years or 120,000 miles

Paramedic Van - 4 years or 120,000 miles

6. Upon the effective date of any termination, the value of the funds paid by the CITY as its share of the vehicle replacement program shall be returned to the CITY in an amount no greater than the funds paid by the CITY, less actual costs incurred by the OCFA for the repair, maintenance, or replacement of the specified apparatus. The value,

if positive, will be returned to the City in the form of returned apparatus, a refund of payments, or a combination of both.

VI. LEASE OF FIRE STATIONS:

1. CITY shall lease to OCFA and OCFA shall lease from CITY the fire stations listed in Section III pursuant to the leases set out on Attachment C. This lease will have the same term as this Agreement and the rent will be one dollar (\$1) per year per station. Upon the effective date of any termination, OCFA's lease-interest in the CITY's fire stations will terminate and the fire station facilities will be returned to CITY.

2. CITY will also provide OCFA with a \$15,000 revolving maintenance expense account per fire station for appliance repair/replacement and other minor station repairs and improvements pursuant to the JPA Agreement. This amount is included in the costs of service set out in section VII below.

VII. COST FOR SERVICE: Except as otherwise provided in this Agreement, all provisions in the JPA Agreement regarding the calculation and payment of Service Charges shall apply. To the extent of any conflict between the JPA Agreement and this Agreement, the terms set forth in this Agreement shall control with regard to the CITY.

1. CITY shall pay to OCFA the sum of \$20,322,587 for Fire and Emergency Medical Services under this Agreement from August 16, 2019 until June 30, 2020. Payment shall be made as follows:

a.	by August 16, 2019 -	\$1,007,587
b.	by September 1, 2019 -	\$1,931,500
c.	by October 1, 2019 -	\$1,931,500
d.	by November 1, 2019 -	\$1,931,500
e.	by December 1, 2019 -	\$1,931,500
f.	by January 1, 2020 -	\$1,931,500
g.	by February 1, 2020 -	\$1,931,500
h.	by March 1, 2020 -	\$1,931,500
i.	by April 1, 2020 -	\$1,931,500
j.	by May 1, 2020 -	\$1,931,500
k.	by June 1, 2020 -	\$1,931,500

2. In a letter dated September 22, 2017 from the CITY Manager to the OCFA Fire Chief, the CITY requested a proposal from OCFA for the possible provision of Fire Protection and Emergency Medical Services. The amount paid by the CITY for the proposal (\$75,000) has been applied to reduce the August 16, 2019 payment above from \$1,101,903 to \$1,026,903. This August 16, 2019 payment was then further reduced by \$19,316 to reflect CITY's fire station energy savings, bringing this payment down from \$1,026,903 to \$1,007,587.

3. Except as otherwise expressly provided in this Agreement, all sums due to AUTHORITY from CITY shall be paid at the beginning of each calendar month, in advance.

4. For each subsequent fiscal year covered by this Agreement, commencing with FY 2020/21, the Fire Chief shall notify the CITY Manager, in writing, of the estimated charges for providing the agreed services to CITY during the following fiscal year on or before March 1 of each year. Final charges for providing services to CITY during the following fiscal year will be provided, in writing, on or before May 1 of each year. CITY will pay such final charges, in monthly installments, at the beginning of each month, in advance.

5. The estimated costs and charges shall be determined pursuant to the JPA Agreement, including but not limited to Article IV, § 3B and Article VI of the JPA Agreement.

VIII. START-UP COSTS:

1. The parties agree that a sum, estimated not-to-exceed \$1,136,225 is owing to OCFA by CITY for start-up costs, as specified in this Agreement. Those start-up costs are as follows:

Communications/IT	\$293,146
Facilities	156,500
Personnel	152,650
Service Center	309,661
Fleet Services	20,800
<u>EMS</u>	<u>203,468</u>
Total	\$1,136,225

2. OCFA agrees to amortize these one-time start-up costs over the first ten years of this Agreement. OCFA will invoice CITY for the annual prorated amount of \$113,623 with the first monthly invoice for each fiscal year for ten years, commencing with FY 2019/20.

IX. PERSONNEL:

1. OCFA will offer employment effective 8:00 a.m., August 16, 2019 to the personnel employed by the CITY's fire department on the effective date of this Agreement, under the terms and conditions specified in Attachment "B" to this Agreement. Such offers are contingent upon those personnel who meet the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement. After 8:00 a.m., August 16, 2019, CITY shall not be liable for the payment of any wages or other compensation to any officer, employee, or agent of OCFA performing any services under this Agreement. CITY shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. Those personnel who fail to meet the standards in the period prescribed will be offered employment on the first

occasion on which they meet the standards, but in no event shall they be offered employment after August 16, 2020.

2. Transitioning employees participate in a defined contribution plan or "Retiree Health Savings Plan" and are eligible for reimbursement benefits upon retirement as defined by the plan.

X. WORKER'S COMPENSATION:

To avoid the hazards, delays and risks of litigation, and to provide prompt and appropriate benefits to injured workers', the parties desire to establish a mechanism to determine their proportionate share of liability for all types of workers' compensation benefits which may become due to former employees of the Garden Grove Fire Department.

1. For any continuous trauma claim brought under the California Workers' Compensation law against OCFA by former employees of the CITY Fire Department, the Parties shall share liability in proportion to the period of time the former employee was employed by each agency. CITY agrees to indemnify and hold harmless OCFA for all workers' compensation and/or administrative costs incurred as a result of any such claim, of any nature or type whatsoever, to the extent of the proportion the period of time the former employee was employed by CITY bears to the total period of time the former employee was employed by both CITY and OCFA.

2. For any claim originally brought under the workers' compensation laws of California against CITY for which residual or ongoing benefits may be due, CITY shall indemnify and hold harmless OCFA for the cost of all such benefits, including any/all administrative costs, without reference to apportionment, and shall reimburse OCFA for the same to the extent paid by OCFA. Such indemnity, hold harmless, and reimbursement obligation shall specifically include, but is not limited to, costs of medical treatment, new and further disability, Labor Code section 4850 benefits, and any other benefits under the laws governing the California Workers' Compensation System.

3. For any specific injury claimed by former CITY Fire Department employees under the California Workers' Compensation laws, alleged to have occurred after the date of transfer of employment to OCFA, the OCFA shall bear the full cost of any workers' compensation benefit due, which is attributed solely and exclusively to such specific injury.

4. For any claim brought by former CITY fire Department employees arising under any presumption of injury arising out of the California Labor Code, regardless of the date such claim is filed, CITY shall indemnify and hold harmless OCFA for all workers' compensation benefits and/or administrative costs incurred, which may become due, based upon the proportionate respective percentage of employment as described in Section X.1. above.

5. The Parties expressly agree that the above indemnification and hold harmless obligations are contractual in nature and not based on any determination by the WCAB.

6. ARBITRATION: IN THE EVENT OF DISPUTES ARISING UNDER THIS SECTION X OF THE AGREEMENT, THE OCFA AND CITY AGREE SUCH DISPUTES SHALL BE DETERMINED EITHER BY AGREEMENT OF THE PARTY, OR IF EITHER PARTY DETERMINES THE DISPUTE CANNOT BE RESOLVED BY AGREEMENT, THEN BY BINDING ARBITRATION BEFORE AN INDIVIDUAL ARBITRATOR WITH EXPERTISE IN WORKER'S COMPENSATION ISSUES. SUCH ARBITRATOR SHALL BE SELECTED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR FAILING THAT, BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICE (JAMS). THE COST OF THE ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES.

XI. INDEMNIFICATION:

1. OCFA shall defend, indemnify and hold harmless the CITY and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents in the performance of services pursuant to this Agreement.

2. CITY shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of CITY, its officers, employees or agents. This Section 11.2 shall apply whether or not the incident or occurrence occurred prior to or after the effective date.

3. The provisions of this Section XI shall survive termination or expiration of this Agreement.

4. For purposes of this Section XI, the Fire Chief shall be deemed to be an officer, employee, agent and representative of OCFA, and not of CITY.

XII. TERM AND TERMINATION:

1. This Agreement shall commence on the date first written above, provided the Agreement has been approved as required under the JPA Agreement and by the CITY Council. Delivery of services shall commence on August 16, 2019, or when this Agreement is approved, whichever is later. CITY may terminate this Agreement by giving written notice of withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of the twenty-year term of the JPA Agreement (e.g. for the first ten-year interval, notice must be given by July 1, 2028 to withdrawal by June 30, 2030). OCFA may terminate this Agreement upon written notice to CITY in the event of non-payment or other default of the terms required herein or in the JPA Agreement.

2. Upon termination or expiration of this Agreement or other cessation of CITY's membership in OCFA, CITY agrees to pay OCFA the amount of the unfunded pension liability that had accrued during the term of this Agreement for the number of OCFA employees serving the CITY. In the event of any dispute regarding the amount of the unfunded pension liability at that time, the parties agree that the amount shall be

determined by an independent actuary selected either by mutual agreement of the parties, or failing that, by the actuary used by the Orange County Employees Retirement System (OCERS). The parties shall share any costs charged by the actuary for calculating such amount. The Parties shall agree to a payment schedule for such amount. If the parties are unable to agree upon a payment schedule, the amount shall be amortized so the CITY will pay down the full amount of the unfunded liability over a fifteen (15) year period assuming a rate of return assumed by OCERS as its return on its investments as of the date of termination. Payments pursuant to this Section shall be made by the CITY to OCFA. The provisions of this Section XII shall survive termination or expiration of this Agreement.

XIII. ANNEXATIONS: In the event of any CITY annexation of territory within the Structural Fire Fund, the level of Structural Fire Fund and redevelopment revenues existing at the time of the annexation shall continue to pass through to OCFA as compensation for the services provided pursuant to the JPA Agreement, unless otherwise agreed to by the parties hereto. As used herein, "level of Structural Fire Fund and redevelopment" shall mean the amount of such revenues existing at the time of annexation, adjusted by any diminution or growth in value occurring thereafter. It is the intent of the parties that CITY annexations not have an adverse financial effect on OCFA. Annexations that do not result in additional OCFA service demand and, therefore require no additional OCFA resources, will not result in additional charges to CITY as a result of said annexation.

XIV. EFFECTIVE DATE AND TERM: The effective date of the Agreement shall be 8:00 a.m., August 16, 2019 and unless terminated in accordance with the provisions herein and in the JPA Agreement, this Agreement shall remain in force for the same duration as the JPA Agreement, and as the JPA Agreement may be amended from time to time.

XV. INDEPENDENT CONTRACTOR: CITY shall not be liable for the direct payment of any wages or other compensation of any officer, employee, or agent of OCFA performing any services under this Agreement. CITY shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement, except to the extent set forth in Section XI. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. The employees of OCFA shall not be deemed employees of CITY as a result of this Agreement, except as necessary pursuant to Penal Code Section 1463 et seq. for cities to obtain their statutory share of fire revenues.

XVI. MISCELLANEOUS PROVISIONS:

1. This agreement supersedes any prior agreements between OCFA and CITY. The CITY Manager and Fire Chief may enter into an MOU for operational issues.

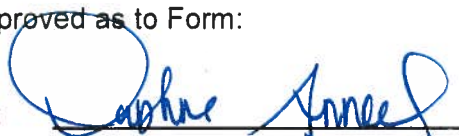
2. This Agreement may be amended only in writing, in whole or in part, and signed by both parties. No waiver of any term or condition herein shall be a continuing waiver thereof.

3. This Agreement shall be interpreted in a manner complementary to the JPA Agreement, including the provisions which govern city member participation. In the event of an irreconcilable conflict between this Agreement and the JPA Agreement, this Agreement shall prevail.

CITY OF GARDEN GROVE


By: 
Steven R. Jones, City Mayor

Attest:
By: 
Teresa Pomeroy, City Clerk

Approved as to Form:
By: 
Daphne Anneet, Special Counsel

ORANGE COUNTY FIRE AUTHORITY

By: 
Joe Muller, Chair

Attest:
By: 
Sherry A.F. Wentz
Clerk of the Authority

Approved as to Form:
By: 
John Bakker, Special Counsel

ATTACHMENT A
SERVICE CRITERIA

SERVICE LEVEL

Management Committee

The OCFA Fire Chief, executive management team, and management staff are committed to providing CITY with an effective and efficient level of service. The Division 1 Chief will be assigned to attend CITY Council and CITY management meetings requested by CITY Manager.

A battalion chief will have the day-to-day operational responsibility within the CITY of Garden Grove. CITY will become part of the Battalion 11.

Additionally, the OCFA management is committed to being responsive to CITY requests for participation in community activities and other such meetings and/or functions upon the request of the CITY manager or designated CITY staff.

The OCFA will provide personnel to the CITY's EOC in the event of activation and work with the CITY to provide training as mutually agreeable between the OCFA Fire Chief or his representative and the CITY Manager.

Emergency Response

1. Response Performance

OCFA will utilize the Board of Directors' adopted standards of cover for response performance. OCFA monitors all of the standards and reports on performance to the City Manager on a quarterly basis.

2. Station Resources

Station #81 (Current Station #1) Paramedic Truck Battalion Chief	Station #82 (Current Station #2) Paramedic Engine	Station #83 (Current Station #3) Paramedic Engine	Station #84 (Current Station #4) Paramedic Engine
Station #85 (Current Station #5) Paramedic Truck	Station #86 (Current Station #6) Paramedic Engine	Station #80 (Current Station #7) Paramedic Engine	

The OCFA will provide four person staffing for front line emergency units stationed in Garden Grove and will provide minimum staffing as outlined in the firefighter MOU.

ATTACHMENT A

SERVICE CRITERIA

<u>Type of Call</u>	<u>Standard Response</u>
Small vehicle, fence, power pole, or trash fire	One engine company
Large vehicle, (trucks) or grass fire	Two engine companies and one battalion chief
All structural fires	Four engine companies, two truck companies, one paramedic unit (if necessary), and two battalion chiefs
Structure Fires/Residential "Working Fire"	Four engine companies, two truck companies, one paramedic unit (if necessary), and two battalion chiefs, division chief, safety officer, service support, investigator, public information officer
Structure Fires/Commercial-Apt "Working Fire"	Four engine companies, three truck companies, one paramedic unit (if necessary), and two battalion chiefs, division chief, safety officer, service support, investigator, public information officer
Medical aid or rescue call	The closest paramedic engine or paramedic truck company or a paramedic unit will respond with the closest non-paramedic unit
Traffic accident w/persons trapped	One engine company, one truck company, one paramedic unit (if necessary), and one battalion chief
Hazardous materials incident (outside)	One engine, the hazardous materials unit, one truck company, one battalion chief, and additional units as required (i.e., additional engines, paramedics etc.)
Hazardous Materials incident (inside structure)	Four engine companies, one truck company, one battalion chief, one division chief, hazardous materials unit, public information officer, terrorist liaison officer, additional units as required (i.e., additional engines, paramedics, etc.)
Public service calls	Closest engine or truck company
Second and each additional alarm	Three engines, one truck company, one air utility unit, one additional battalion chief, division chief, and Safety Officer
High rise response	Six engines, three trucks, two battalion chiefs, one division chief, heavy rescue, one medic unit, one air utility unit, one safety officer, one duty officer, other overhead units
Cover assignments	Any emergency of extended duration will result in an automatic move-up of equipment in accordance with the OCFA's move-up and cover plans

ATTACHMENT A

SERVICE CRITERIA

3. Move-up and Cover

The move-up and cover program is designed to meet the response needs of the community by the movement of apparatus into critical areas based on the probability of emergency responses. Move-up and cover assignments shall occur in accordance with the OCFA's standard operating procedure.

4. Emergency Dispatch

Authority will provide dispatchers who are trained in Emergency Medical Dispatch (EMD).

Authority will maintain Mobile Data Terminals within fire department emergency apparatus capable of utilizing the Authority's Computer Aided Dispatch (CAD).

Authority will maintain emergency service radio system that will have coverage of 99% of the CITY and have multiple channel capability for major incidents.

FIRE PREVENTION

OCFA will provide education and prevention services as follows:

1. Analyze fire data to identify fire risks and target populations. Develop and implement programs to address them utilizing "best practices": education, engineering and/or enforcement.
2. Provide annual fire prevention inspections for identified occupancies.

Provide fire protection and engineering consultation services to the CITY planning staff and commissions for tentative tract, parcel maps, and other land use proposals which may require fire department input, including fire department plan check and engineering review of specific risks (industrial, commercial, institutional, and applicable single and multi-family dwellings) for conformance with fire code requirements and state fire and life safety regulations, upon specific request.

INCIDENT INVESTIGATION

OCFA shall provide origin and cause investigative services on identified incident types reported to the fire department within the CITY. OCFA Fire Investigation Section shall be assigned to determine the cause of every major fire, fire fatality, or significant dollar loss.

PUBLIC INFORMATION/EDUCATION

OCFA will provide fire prevention and safety education programs to targeted schools, businesses, community associations, child-care providers, and other members of the community and will respond to information requests from the community. Community safety and education programs shall be provided, after consultation with the CITY manager, to educate targeted residents and businesses in order to help preserve life and property.

ATTACHMENT A

SERVICE CRITERIA

HAZARDOUS MATERIALS RESPONSE

The OCFA will provide hazardous materials response service to the CITY. The OCFA does not provide hazardous materials cleanup, removal, or disposal. The OCFA maintains a hazardous materials response capability, meeting the state standards for a Type I hazardous materials response team.

EMERGENCY MEDICAL RESPONSE

OCFA will provide emergency medical response services within the CITY. Ambulance service will be supervised by the CITY. CITY will retain all revenues collected from existing paramedic subscription and ambulance transport program for medical responses within the CITY. The CITY will be responsible for the cost of the Ambulance Program.

AUTOMATIC AID / MUTUAL AID

OCFA will, immediately upon execution of this Agreement, commence negotiations for automatic aid agreements with those fire agencies that currently have automatic aid agreements with the CITY.

GRANT ADMINISTRATION

The OCFA will provide Grant Administration services for the City for grants relating to the provision of Fire and Emergency Medical Services. OCFA's Grant Administration services include the grant application process, approval process, and expenditure-management process, as well as ensuring compliance with reporting requirements.

RESOURCE PLACEMENT ANALYSIS

Based on service level need, the CITY and OCFA will evaluate and determine the service need for the following:

Response Performance for Configuration of Response Units: Following a two-year period, OCFA and the CITY will evaluate the response performance for the current configuration of response units in the CITY (excluding ambulance service, which may be reviewed sooner) and discuss the results of the analysis, including any recommendations from either party for modifications that are warranted. Resource modifications may be available with additional new partnering cities.

ATTACHMENT B

TRANSITION OF PERSONNEL

SWORN PERSONNEL

The following CITY Fire Department safety employees shall be offered employment by the OCFA at the rank and salary stated below:

<u>Name</u>	<u>Rank or Position</u>	<u>Salary Step</u>
See Exhibit 1 for the detailed list of names, rank or position, and salary step for Sworn Personnel.		

(Persons who accept employment with the OCFA pursuant to this offer are hereafter referred to as "transitioning employees".)

CITY will furnish to OCFA, prior to the effective date of this Agreement, the date of hire and the length of continuous service for each employee listed above. The CITY warrants the accuracy of such data and will defend and hold harmless OCFA in any proceeding based on the alleged inaccuracy of such data.

In accordance with the applicable MOU, transitioning personnel assigned by the OCFA to hazardous materials, ARFF, USAR Logistics, Staff Assignment, EMT, or paramedic assignments will be paid specialty pay. Bilingual transitioning employees will receive the compensation provided under the Bilingual Pay section of the MOU. All sworn transitioning personnel who currently receive bilingual pay (as certified by the CITY) will be granted grandfathered status, with no new testing requirement, for purposes of receiving either OCFA's Spanish Language Pay or OCFA's Bilingual Pay as defined by OCFA's MOU.

Education incentive pay is available by application. Transitioning personnel assigned to positions requiring special training will receive such training.

Transitioning employees will be considered to have passed their probation period with the OCFA, except for the following:

1. Any employee who has not completed probation with the CITY.
2. Any employee who has been suspended within the last one (1) year.

If an employee meets any of the above exceptions, the employee may, at the discretion of the OCFA Fire Chief, be required to serve a new probation period of fifty-two continuous weeks from the date they are first employed by OCFA, ending with the first day of the pay period following completion of said period as defined by the applicable MOU. At the sole discretion of the OCFA Human Resources Director, the new probation period required hereunder may be reduced, but under no circumstances shall the probation period be reduced to less than six (6) months.

ATTACHMENT B

TRANSITION OF PERSONNEL

Notwithstanding anything to the contrary, it is agreed the OCFA will not accept for employment those CITY employees who have been dismissed from service, or have been issued a Notice of Intent to Dismiss prior to August 16, 2019 which has not been resolved as of the Effective Date of this Agreement, regardless of the outcome of pending litigation stemming from such dismissal or pending dismissal. Said employees, if applicable, will remain employees of CITY.

Except as modified herein, continuous employment with CITY shall be considered the same as continuous employment with the OCFA for all transitioning employees only for the purposes of meeting minimum requirements for promotional opportunities and the accrual of vacation and sick leave. Transitioning employees shall accrue vacation and sick leave at the rates designated in the applicable MOU.

All transitioning employees will participate in a defined contribution plan or "Retiree Health Savings Plan" and are eligible for reimbursement benefits upon retirement as defined by the plan.

OCFA will supply new uniforms and necessary additional safety clothing to transitioning personnel. The cost of such uniforms and clothing has been included as part of the start-up costs to be paid by CITY.

CITY safety clothing in the possession of transitioning employees on the effective date of this Agreement shall become the property of the OCFA at no cost.

Transitioning employees will be accorded reciprocity in the Orange County Employees Retirement System to the extent they are entitled to such reciprocity by the County Employees Retirement Act of 1937.

The CITY certifies that the listing of service hours provided by the CITY for employees transitioning to employment with the OCFA is a true and accurate computation of service hours for each transition employee during his or her employment with the CITY. These service hours reflect 2080 service hours for each year of service with the CITY, plus a prorated number of hours for any partial year of service with the CITY through, less a prorated number of hours for any time off without pay for either an unpaid leave of absence or an unpaid suspension. In the event of any conflict regarding the computation of service hours after the date of transitioned, provided the transitioned employee(s) release a review of their Garden Grove record, the CITY will make available any records necessary to resolve the complaint. If the transition employee(s) does not release their CITY record for review the CITY will research their records and assist the OCFA in resolution of the conflict.

ATTACHMENT B

TRANSITION OF PERSONNEL

NON-SWORN PERSONNEL

The following CITY Fire Department non-safety employees shall be offered employment by the OCFA at the position and salary step stated below:

Name

Position

Salary Step

See Exhibit 2 for the detailed list of names, positions, and salary step for Non-Sworn Personnel.

Employees who accept a non-safety position with the OCFA will be considered "new hires" and will serve a probationary period. All non-safety employees will follow the OCEA General/Supervisory Unit MOU. Bilingual pay and education incentive pay is available based on application.

ATTACHMENT B - EXHIBIT 1

The following CITY Fire Department safety employees shall be offered employment by the OCFA at the rank and salary stated below:

SWORN PERSONNEL (TOTAL COUNT = 77)

Sworn Positions – Created by Contract (Count =87)

Name	Rank or Position	Salary Step
1. Maule, Cheyne C.	Battalion Chief	BC 1 – bottom of BC Salary Range
2. McGovern, Terry A. Jr	Battalion Chief	BC 2 – top of BC Salary Range
3. Truhill, Justin	Battalion Chief	BC 3 – within BC Salary Range
4. Whitaker, Paul J.	Battalion Chief	BC 4 – top of BC Salary Range
1. Acosta, Anthony R.	Fire Captain	10
2. Acosta, Alberto	Fire Captain	10
3. Breneman, Jerry R.	Fire Captain	10
4. Doyle, Justin D.	Fire Captain	10
5. Fellner, Steve P.	Fire Captain	10
6. Gabbard, James L.	Fire Captain	10
7. Garcia, Drew R.	Fire Captain	10
8. Hanna, Jeff W.	Fire Captain	10
9. Kleibacker, Matthew C.	Fire Captain	8
10. Kuhlman, Scott A.	Fire Captain	10
11. Nguyen, Thanh Q.	Fire Captain	10
12. Niblo, Frederick N.	Fire Captain	10
13. Pardoen, Brent C.	Fire Captain	10
14. Rieth, Michael Kurt	Fire Captain	6
15. Ruhman, Wade E.	Fire Captain	10
16. Ruzicka, Dennis L.	Fire Captain	10
17. Schaefer, Nick R.	Fire Captain	10
18. Spell, Morris B.	Fire Captain	10
19. Strohm, William S.	Fire Captain	10
20. Trenholm, Christopher B.	Fire Captain	10
21. Waldschmidt, David S.	Fire Captain	10
22. Weiss, Mark S.	Fire Captain	10
1. Baranger, John D. III	Fire Apparatus Engineer	10
2. Bauer, Lucas B.	Fire Apparatus Engineer	10
3. Bell, Bradley D	Fire Apparatus Engineer	10
4. Camberos, Jose J.	Fire Apparatus Engineer	10
5. Crawford, Joe W.	Fire Apparatus Engineer	10
6. Crawford, Timothy A.	Fire Apparatus Engineer	10
7. Eckhardt, Michael G. Jr.	Fire Apparatus Engineer	10
8. Henshaw, Matthew R.	Fire Apparatus Engineer	10
9. Jacobs, Michael L.	Fire Apparatus Engineer	10

ATTACHMENT B - EXHIBIT 1

10. Jemiola, Jordan R.	Fire Apparatus Engineer	10
11. Lovely, Norman M.	Fire Apparatus Engineer	10
12. Marquez, John M. Jr.	Fire Apparatus Engineer	10
13. Mellem, Shane D.	Fire Apparatus Engineer	10
14. Mellem, Travis M.	Fire Apparatus Engineer	10
15. Nguyen, Son L.	Fire Apparatus Engineer	10
16. Sanchez, David C.	Fire Apparatus Engineer	10
17. Scherer, Scott A.	Fire Apparatus Engineer	10
18. Traver, Justin D.	Fire Apparatus Engineer	10
19. Valderrama, Mario G.	Fire Apparatus Engineer	7
20. Wingert, Joseph A. Jr.	Fire Apparatus Engineer	10

1. Blomgren, Jason R.	Firefighter/Paramedic	1
2. Burroughs, Myles S.	Firefighter/Paramedic	9
3. Carlson, David M.	Firefighter/Paramedic	3
4. Cary, Parker W.	Firefighter/Paramedic	1
5. Feldman, Joshua A.	Firefighter/Paramedic	9
6. Fisher, Timothy D.	Firefighter/Paramedic	9
7. Furuta, Garret M.	Firefighter/Paramedic	1
8. Hawkins, Christopher P.	Firefighter/Paramedic	1
9. Howey, Shane S.	Firefighter/Paramedic	9
10. Huber, Peter M.	Firefighter/Paramedic	9
11. Justus, Jaycen R.	Firefighter/Paramedic	1
12. Knaack, Anthony L.	Firefighter/Paramedic	9
13. Lee, Joshua D.	Firefighter/Paramedic	1
14. Lerario, Nicholas A.	Firefighter/Paramedic	1
15. Moore, Daniel J.	Firefighter/Paramedic	5
16. Nobel, Grant A.	Firefighter/Paramedic	9
17. Norrdin, Eric S.	Firefighter/Paramedic	3
18. Page, Anthony J.	Firefighter/Paramedic	1
19. Palomo, Eric M.	Firefighter/Paramedic	7
20. Roach, Andrew J.	Firefighter/Paramedic	3
21. Ronstadt, Richard	Firefighter/Paramedic	9
22. Stowe, Timothy N.	Firefighter/Paramedic	1
23. Thorson, Eric	Firefighter/Paramedic	9
24. Van Wie, Ryan D	Firefighter/Paramedic	7
25. White, Jonthan C.	Firefighter/Paramedic	1
26. Williams, Gregory D.	Firefighter/Paramedic	5
27. Yorke, Jeremie E.	Firefighter/Paramedic	1
28. Clermont, Ynes G.	Firefighter	1
29. Jaeger, William R.	Firefighter	1
30. Lindsay, Corey L	Firefighter	4
31. Mickelsen, Mark A.	Firefighter	9

ATTACHMENT B - EXHIBIT 2

The following CITY Fire Department non-safety employees shall be offered employment by the OCFA at the position and salary step stated below:

NON-SWORN PERSONNEL (TOTAL COUNT = 3)

<u>Name</u>	<u>Position</u>	<u>Salary Step</u>
1. Dahlheimer, Bryson T.	Fire Prevention Specialist	1
2. Nguyen, Don T.	Senior Fire Prevention Specialist	11
3. Pollock, Amanda M.	Administrative Assistant	6

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

ATTACHMEN

* \$ R 0 0 1 0 9 9 5 7 3 6 \$ *
2019000265441 4:00 pm 07/23/19

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

227 416 L03 23
0.00 0.00 0.00 0.00 66.00 0.00 0.000.000.00 0.00

Exempt from fees per Government Code § 27383
(space above for recorder's use)

**LEASE AGREEMENT
FOR FIRE STATIONS #80-86**

between

City of Garden Grove with City Seal attached
and



Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602

This Facility Lease Agreement ("the Lease") is made to be effective as of August 16, 2019, by and between the Orange County Fire Authority ("OCFA" or "LESSEE"), a California joint powers authority, and the City of Garden Grove ("CITY" or "LESSOR"), a California general law city, (collectively, "the Parties").

ATTACHMENT C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Exempt from fees per Government Code § 27383
(space above for recorder's use)

**LEASE AGREEMENT
FOR FIRE STATIONS #80-86**

between

City of Garden Grove with City Seal attached
and



Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602

This Facility Lease Agreement (“the Lease”) is made to be effective as of August 16, 2019, by and between the Orange County Fire Authority (“OCFA” or “LESSEE”), a California joint powers authority, and the City of Garden Grove (“CITY” or “LESSOR”), a California general law city, (collectively, “the Parties”).

RECITALS

A. WHEREAS, CITY is the owner of seven (7) fire station facilities and related real property within the City of Garden Grove, California, at those locations described in Exhibit A and depicted in Exhibit B; and

B. WHEREAS, CITY is a member of OCFA and is a party to that certain Amended Orange County Fire Authority Joint Powers Agreement, dated September 23, 1999, as amended by that certain First Amendment to the Amended Joint Powers Agreement, effective July 1, 2010, (the "Joint Powers Agreement"); and

C. WHEREAS, the Joint Powers Agreement requires fire stations owned by member cities to be leased to OCFA for one dollar (\$1.00) per annum; and

D. WHEREAS, CITY and OCFA are also parties to that certain Fire Services and Emergency Medical Services Agreement, dated April 9, 2019 (the "Fire Services Agreement"), effective August 16, 2019, which sets forth the terms pursuant to which OCFA provides fire protection, emergency medical, and related services to CITY; and

E. WHEREAS, the term of the Fire Services Agreement runs concurrently with the term of the Joint Powers Agreement and remains in effect for so long as CITY is a member of OCFA; and

F. WHEREAS, the Parties mutually desire to enter into a lease agreement for the Premises;

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

AGREEMENT

1.0 Premises

1.1. CITY leases to OCFA and OCFA leases from CITY those portions of the Premises described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein (hereinafter the "Leased Premises"). Notwithstanding any contrary indications in the Fire Services Agreement or in this Agreement (including Exhibits A and B), the Parties agree that Leased Premises with respect to Garden Grove Fire Station No. 1 (11301 Acacia Parkway) specifically exclude the underground fuel tanks that are presented used to fuel fire apparatus. The parties will endeavor to negotiate a separate agreement that allows OCFA to purchase fuel from CITY to fuel vehicles and apparatus at Garden Grove Fire Station No. 1.

2.0 Term

The term of this Lease shall run concurrently with the term of the Fire Services Agreement and any extensions or renewals thereof. If the Fire Services Agreement is terminated for any reason, this Lease shall concurrently terminate in its entirety. This Lease may not be terminated during the term of this Lease except upon mutual agreement of the Parties.

3.0 Use of Premises

3.1. OCFA shall inspect the Leased Premises prior to taking possession. Should following its inspection OCFA determine in its reasonable discretion that the Lease Premises are not in a good and acceptable condition, CITY shall be responsible for completing any necessary remedial work. OCFA's possession and use of the Leased Premises after the Effective Date shall constitute acknowledgment that the Leased Premises are in good and acceptable condition.

3.2. The Leased Premises shall be used exclusively by OCFA, its officers, agents, employees, and volunteers to provide fire protection, suppression, and medical aid services, and related activities, to CITY and in surrounding geographic areas in accordance with the Joint Powers Agreement and Fire Services Agreement, or any subsequent amendments thereto, and for no other purposes.

3.3. OCFA shall not use the Premises in any manner contrary to the terms of this Lease without CITY's prior written consent. CITY's authorized representative shall have the right at all reasonable times to inspect the Leased Premises to determine if the OCFA and its guests are complying with the provisions of this Lease.

3.4. OCFA shall not commit any waste or any public or private nuisance on the Premises.

3.5. OCFA shall not violate any law, rule, or order of any federal, state, or municipal government or agency that may be applicable to the use of the Premises.

3.6. OCFA shall not commit any act on the Premises nor use the Premises in any manner that causes the cancellation of any fire, liability, or other insurance policy insuring the Premises or any improvement on the Premises.

3.7. On or before the effective date of termination of this Lease, OCFA shall vacate the Premises, remove all of OCFA's personal property from the Premises, and leave the Premises in good order and repair subject to the satisfaction of the City Manager.

4.0 Rent

OCFA shall pay CITY as rent for the Leased Premises the sum of One Dollar (\$1.00) per year per fire station facility, at the beginning of the first and subsequent years of the term of this Lease. Rent shall not include the cost of utilities or telephone services.

5.0 Telephone Service and Utilities

5.1 Telephones desired by OCFA for use by OCFA, its employees, or agents, and the cost thereof shall be secured by and paid for by OCFA.

5.2 OCFA shall pay all costs of utilities for the Leased Premises.

6.0 Alterations and Improvements

6.1 OCFA may make alterations, improvements and changes in or to the Leased Premises, including but not limited to, the installation of fixtures, partitions, counters, shelving,

and equipment as OCFA deems necessary, with the prior written consent of the City Manager, which consent shall not be unreasonably withheld. It is agreed that any such fixtures, partitions, counters, shelving, equipment, or other alterations or improvements attached to or placed upon the Leased Premises by OCFA shall be considered as personal property of OCFA, which may be removed by OCFA upon termination of this Lease. OCFA shall repair any damage to the Leased Premises from such removal and agrees that the Leased Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

6.2 Capital improvements to the Leased Premises required by OCFA shall be the obligation of CITY in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

7.0 Maintenance and Repairs

7.1 OCFA shall keep the Leased Premises in good condition and repair. All damages or injury to the Leased Premises or its contents caused by OCFA, its employees, agents or visitors shall be promptly repaired by OCFA to the satisfaction of the City Manager.

7.2 Maintenance and repairs to the Leased Premises shall be funded in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

7.3 The cost of repairs required to assure structural integrity and to maintain the habitability of the Premises in compliance with building and health and safety codes will be the sole responsibility of CITY. Significant maintenance or repairs to the Leased Premises that constitute capital improvements pursuant to the Joint Powers Agreement shall be the obligation of CITY in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

7.4 Unless otherwise mutually agreed by the Parties, CITY shall be responsible for maintenance and repair of all exterior landscaping, parking areas, driveways, joint use areas, if any, and all portions of the Premises other than the Leased Premises.

8.0 Party Representatives

8.1 The City Manager is the CITY's representative for purposes of this Lease.

8.2 The Fire Chief is the OCFA's primary representative for purposes of this Lease.

9.0 Notices

9.1 All notices permitted or required under this Lease shall be deemed made when personally delivered or when mailed 60 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at the following addresses:

To CITY: City of Garden Grove
 11222 Acacia Pkwy
 Garden Grove, California 92840
 Attn: City Manager

To OCFA: Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602
Attn: Fire Chief

9.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.0 Relationship of the Parties

The only relationship created by this Lease is that of lessor and lessee. Neither CITY nor any of its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of CITY officials, shall have control over the means of service or means of production of OCFA or any of its of officers, employees, agent, or volunteers.

11.0 Assignment

Neither Party shall assign or transfer any interest in this Lease whether by assignment or novation, without the prior written consent of the other Party. Any purported assignment without such consent shall be void and without effect.

12.0 Insurance

12.1. OCFA shall, at its expense, procure and maintain for the duration of the Lease, comprehensive general liability insurance and/or self-insurance against claims for injuries to persons or damages to property that may arise from or in connection with its use of the Leased Premises, in an amount of no less than \$2 million per occurrence for bodily injury, personal injury and property damage for each location. All insurance coverage provided by OCFA shall be primary and not contributory insurance as respects the CITY, shall name CITY, its officials, officers, employees, agents, and volunteers as additional insureds, and shall be endorsed to provide that coverage shall not be suspended, voided, reduced, or cancelled except after thirty (30) days prior written notice to the CITY. By the effective date of this Lease, the OCFA shall provide CITY with evidence of compliance with these requirements.

12.2. Where a particular Leased Premises consist of an entire building, OCFA shall, at its expense, procure and maintain for the duration of the Lease, fire insurance with extended coverage on the Leased Premises to the full insurable value of the Leased Premises. By the effective date of this Lease, the OCFA shall provide CITY with evidence of compliance with these requirements.

12.3. Where a particular Leased Premises is within a building that is not entirely occupied by OCFA, CITY shall maintain throughout the duration of the Lease, fire insurance with extended coverage on the Leased Premises to the full insurable value of improvements located on the Leased Premises. By the effective date of this Lease, the CITY shall provide OCFA with evidence of compliance with these requirements.

13.0 Indemnification, Hold Harmless, and Duty to Defend

13.1. OCFA shall defend, indemnify and hold harmless the CITY and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorney's fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents relating to OCFA's occupancy and use of the Premises.

13.2. CITY shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorney's fees) arising out of or in any way related to acts or omissions of CITY, its officers, employees or agents relating to CITY's ownership, occupancy, and use of the Premises.

13.3. All duties and obligations under this Section shall survive termination of this Lease.

14.0 Taxes and Assessments

All taxes and assessments, if any, which become due and payable upon the Premises, shall be the full responsibility of CITY, and CITY shall cause said taxes and assessments to be paid promptly.

15.0 Equal Opportunity

OCFA affirmatively represents that it is an equal opportunity employer. OCFA must not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination includes, but is not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

16.0 Labor Certification

By its signature hereunder, OCFA certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing use of the Premises.

17.0 Defaults and Remedies

In the event of any breach of this Lease by either party, the aggrieved party may notify the other in writing of such breach, and the breaching party shall have thirty (30) days in which to initiate action to cure said breach before the other party may proceed to complete the cure of such breach with due diligence or to take any other remedies for default.

18.0 Successors in Interest

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, assigns of all of the parties hereto, all of whom shall be jointly and severally liable hereunder.

19.0 Destruction of or Damage to Premises

In the event of (A) partial destruction of the Premises; or (B) the Premises being declared unsafe or unfit for occupancy by any public authority authorized to make such declaration, for all reason other than OCFA's act, use, or occupation, except as otherwise provided herein: CITY shall immediately make repairs as are necessary to restore the Premises to the condition which existed prior to destruction or damage and/or make repairs as are necessary to make the Premises safe and fit for occupancy. The destruction (including any destruction necessary in order to make repairs required by any declaration), damage or declaration shall in no way render this Lease null and void. If CITY refuses to make such repairs or if such repairs are not completed by CITY within 60 days, OCFA may, at its option, terminate the Lease, or, OCFA's cost of such repairs, including labor, materials, and overhead, may be included by OCFA in amounts owing by CITY to OCFA pursuant to the Joint Powers Agreement, as it may be amended from time to time.

20.0 Circumstances Which Excuse Performance

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this clause shall excuse either Party from the prompt payment of any rental or other charge required of it except as may be expressly provided elsewhere in this Lease.

21.0 Entire Agreement

This Lease contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Lease may only be modified by a writing signed by both parties. Notwithstanding the foregoing, this Lease shall be subject to, and interpreted to be consistent with, the Joint Powers Agreement and the Fire Services Agreement, as they may be amended from time to time. In the event of any inconsistency between the terms of this Lease and the terms of the Joint Powers Agreement and/or the Fire Services Agreement, as they may be amended, the terms of the Joint Powers Agreement, then the terms of the Fire Services Agreement, shall govern, and the terms of this Lease shall be deemed to have been amended in accordance therewith.

22.0 Severability

The invalidity in whole or in part of any provisions of this Lease shall not void or affect the validity of the other provisions of this Lease.

23.0 Construction and Governing Law

The validity, interpretation, and performance of this Lease shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Lease shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Lease or who drafted that portion of the Lease.

24.0 No Third-Party Rights

No third party shall be deemed to have any rights hereunder against either party as a result of this Lease.

25.0 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

26.0 Holding Over

In the event OCFA shall continue in possession of the Leased Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month-to-month and shall be governed by the conditions and covenants contained in this Lease.

27.0 Time

Time is of the essence in this Lease.

28.0 Prohibited Interests

OCFA warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for OCFA, to solicit or secure this Lease. Further, OCFA warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for OCFA, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Lease. For breach or violation of this warranty, CITY has the right to rescind this Lease without liability. For the term of this Lease, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Lease, or obtain any present or anticipated material benefit arising therefrom.

29.0 Attorneys' Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Lease, the prevailing party in such litigation shall be entitled to have and recover from the losing party all of its attorney's fees and other costs incurred in connection with such action.

30.0 Incorporation of Recitals and Exhibits

All Recitals set forth above and exhibits referenced in this Lease are hereby incorporated into the Lease as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms set forth in the main body of this Lease, the terms set forth in the main body of this Lease shall control.

31.0 Corporate Authority

The persons executing this Lease on behalf of the Parties warrant that they are duly authorized to execute this Lease on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Lease.

32.0 Lease Organization

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Lease as of the date and year first above written.

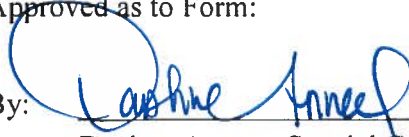
CITY OF GARDEN GROVE

By: 
Steven R. Jones, City Mayor

Attest:

By: 
Teresa Pomeroy, City Clerk

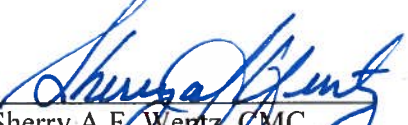
Approved as to Form:

By: 
Daphne Anneet, Special Counsel

ORANGE COUNTY FIRE AUTHORITY

By: 
Joe Muller, Chair

Attest:

By: 
Sherry A.F. Wentz, CMC,
Clerk of the Authority

Approved as to Form:

By: 
John Bakker, Special Counsel

EXHIBIT A-1

**Garden Grove Fire Station #7 – OCFA Fire Station 80
14162 Forsyth Lane, Garden Grove, California 92844
(714) 741-5607**



Legal Description
N-TRACT 2880 BLOCK: LOT 82
APN 098-353-18

Land Area 0.18
Year Built 1971
Square Footage – 2,694 SF

EXHIBIT A-2

**Garden Grove Fire Station 1/Headquarters – OCFA Fire Station 81
11301 Acacia Parkway, Garden Grove, California 92840**



EXHIBIT A-3

**Garden Grove Fire Station #2 – OCFA Fire Station 82
11805 Gilbert Street, Garden Grove, California 92841
(714) 741-5602**



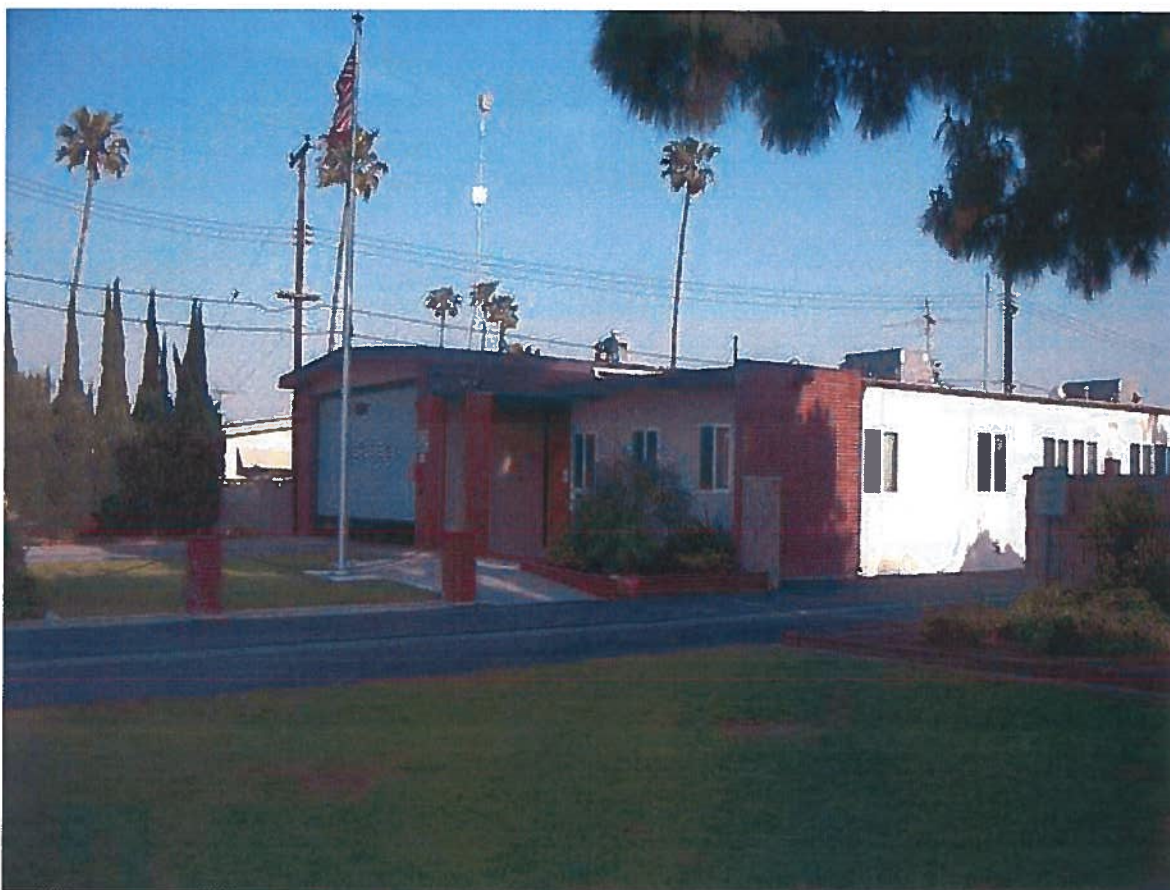
Legal Description

**SEC 30 T 4 R 10 NLY 75 FT S1/2 N1/2 SE1/4 SW1/4 – Lying NELY of PE R/W
APN 132-423-19**

**Land Area - .082 Acres
Year Built 1958
Square Footage – 4,480 sq. ft.**

EXHIBIT A-4

**Garden Grove Fire Station #3 – OCFA Fire Station 83
12132 Trask Avenue, Garden Grove, California 92843
(714) 741-5603**



Legal Description

SEC 3 T 5 R 10 ELY 120 FT WLY 810 FT NLY 263 SW1/4

Land Area – 0.88 Acres

Year Built 1959

Square Footage – 4,480 sq. ft.

EXHIBIT A-5

**Garden Grove Fire Station #4 – OCFA Fire Station 84
12191 Valley View Street, Garden Grove, California 92845
(714) 741-5604**



Legal Description
TR 3624 LOT 1 ALL – INC POR ABAN ST ADJ
APN 224-242-11

Land Area – 0.63 Acres
Year Built 1960
Square Footage – 4,480 sq. ft.

EXHIBIT A-6

**Garden Grove Fire Station #5 – OCFA Fire Station 85
12751 Western Avenue, Garden Grove, California 92841
(714) 741-5605**



Legal Description
T 4 R 11 SEC 35 POR SW 1/4
APN 215-022-10

Land Area – 0.62 Acres
Year Built 1974
Square Footage 4,792 sq. ft.

EXHIBIT A-7

Garden Grove Fire Station 6 – OCFA Fire Station 86
12232 West Street, Garden Grove, California 92840
(714) 741-5606

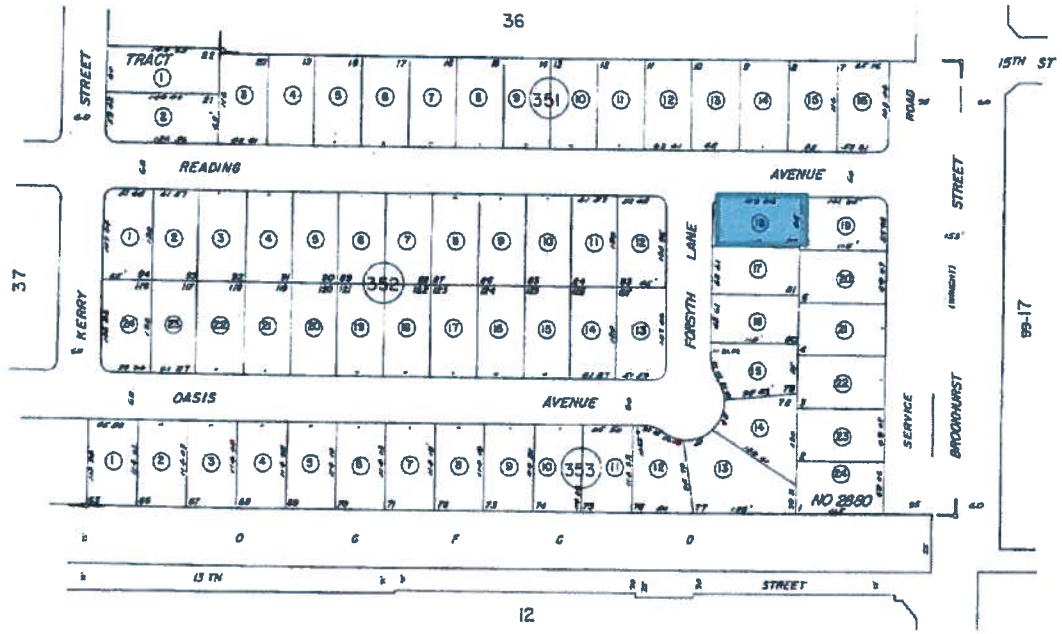


Legal Description

EXHIBIT B-1

Garden Grove Fire Station #7 – OCFA Fire Station 80
14162 Forsyth Lane, Garden Grove, California 92844
(714) 741-5607

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MARCH 1957

TRACT NO. 2880

M.M. 94-41 to 44 inc.

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EXHIBIT B-2

Garden Grove Fire Station 1/Headquarters – OCFA Fire Station 81
 11301 Acacia Parkway, Garden Grove, California 92840

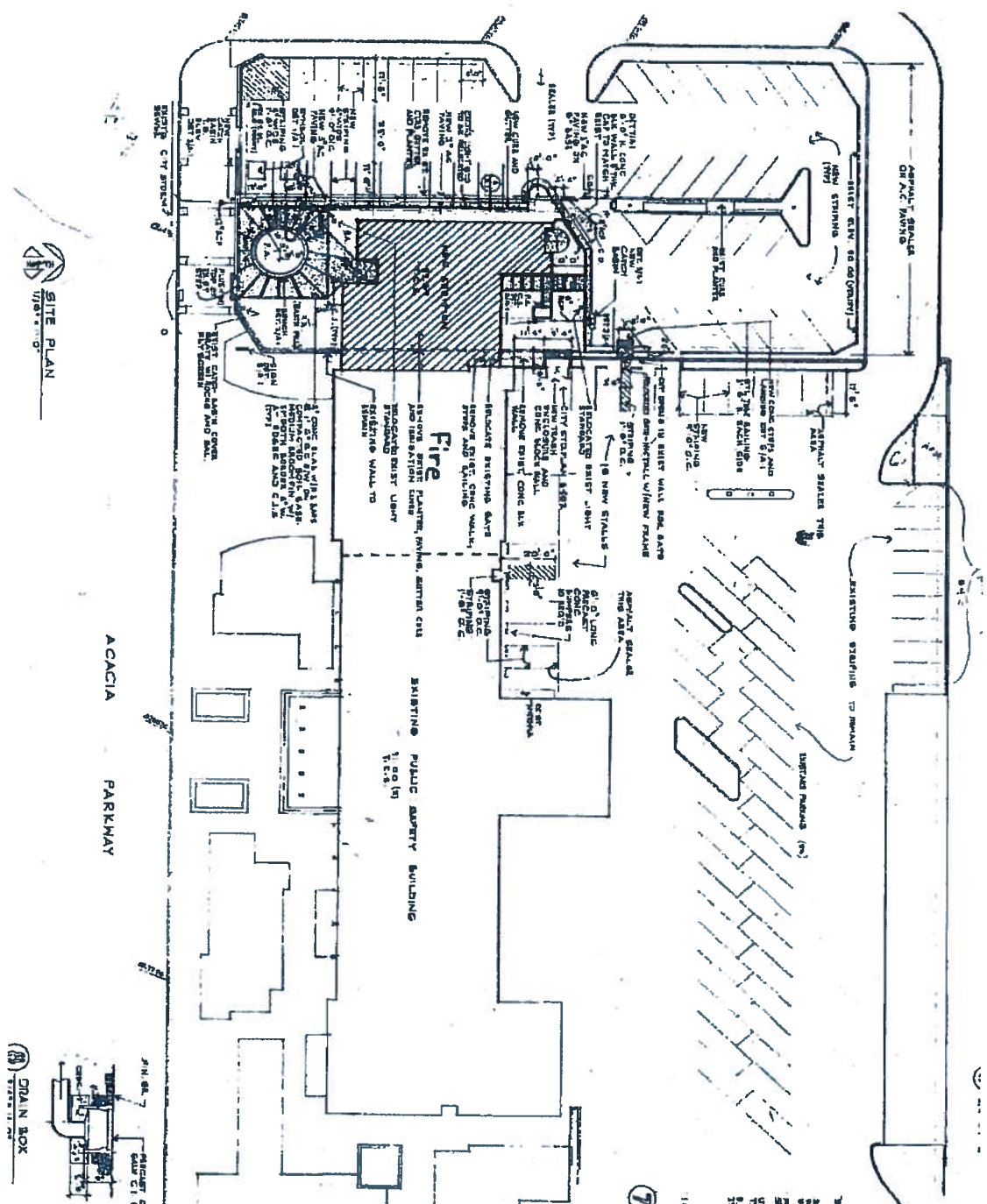


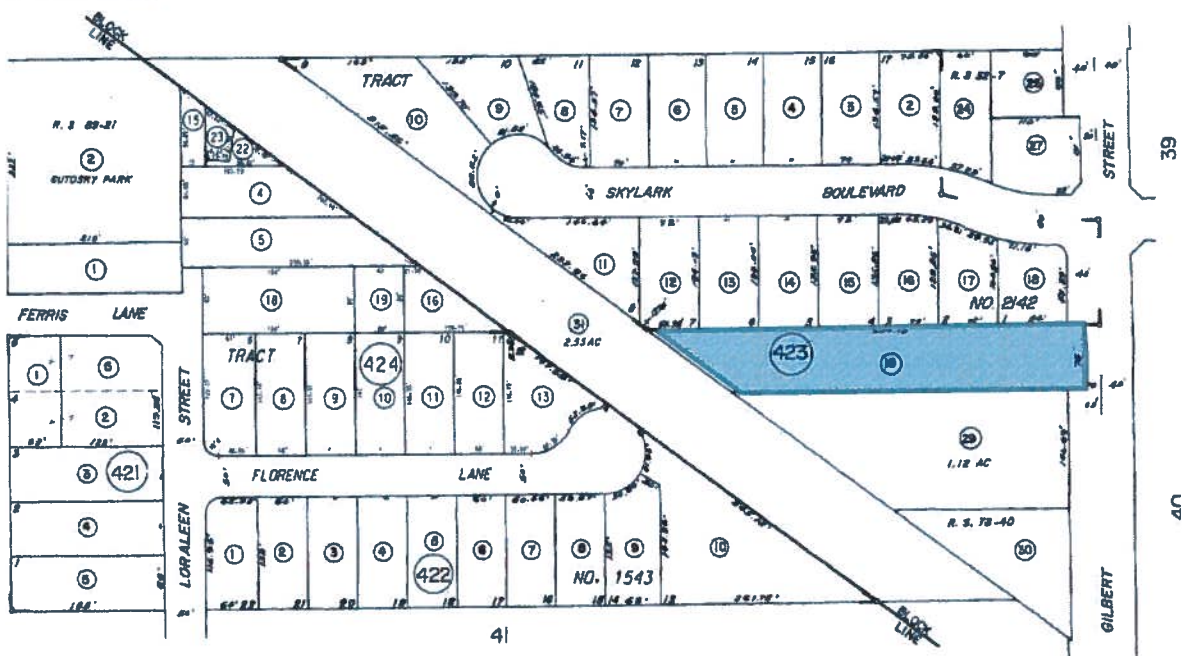
EXHIBIT B-3

Garden Grove Fire Station #2 – OCFA Fire Station 82
11805 Gilbert Street, Garden Grove, California 92841
(714) 741-5602

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 TR. NO. 2142

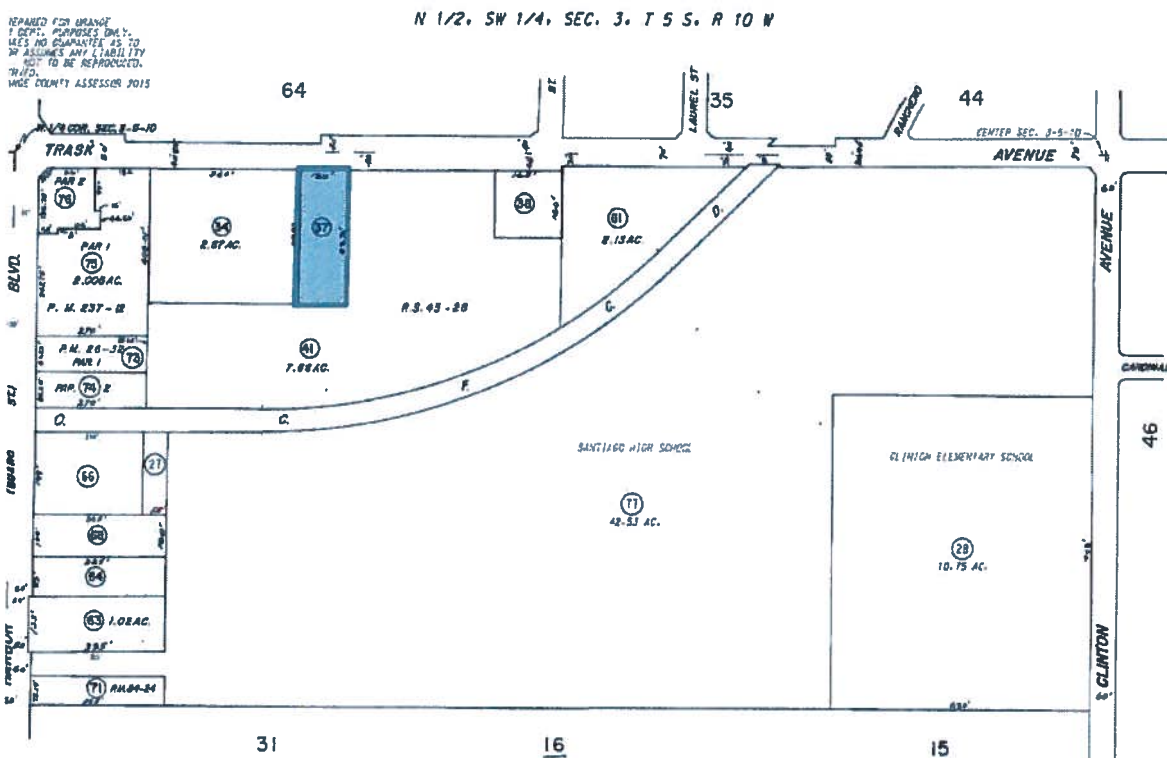
M. M. 48-8
 M. M. 83-49, 80

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 COUNTY OF ORANGE

EXHIBIT B-4

Garden Grove Fire Station #3 – OCFA Fire Station 83
12132 Trask Avenue, Garden Grove, California 92843
(714) 741-5603



1951

PARCEL MAP P.M. 26-32, 237-12

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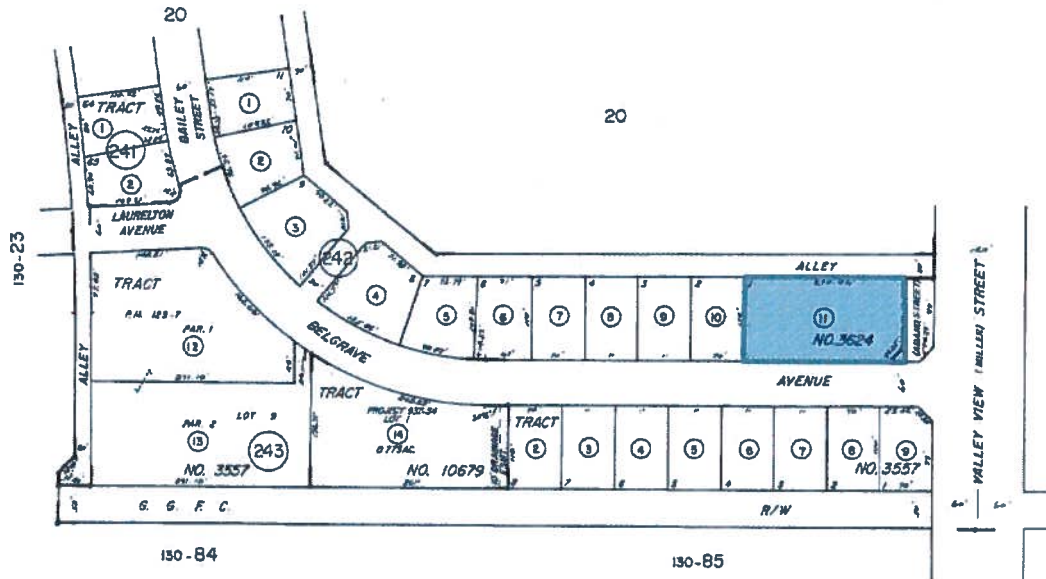
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EXHIBIT B-5

**Garden Grove Fire Station #4 – OCFA Fire Station 84
12191 Valley View Street, Garden Grove, California 92845
(714) 741-5604**

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MARCH 1975

TRACT NO. 3557 M. M. 121-35 TO 38 INC.
TRACT NO. 3624 M. M. 125-31, 32, 33
TRACT NO. 10679 M. M. 475-46, 47
PARCEL MAP P. M. 125-7

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COUNTY OF ORANGE

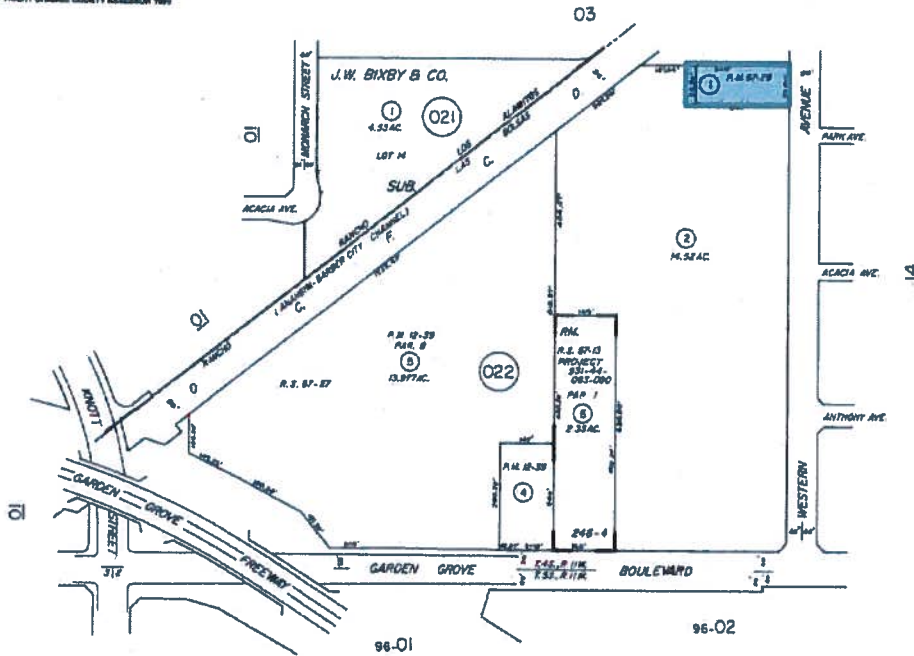
EXHIBIT B-6

Garden Grove Fire Station #5 – OCFA Fire Station 85
 12751 Western Avenue, Garden Grove, California 92841
 (714) 741-5605

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L.A. 1-83
 P.M. 12-39
 P.M. 246-4

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 COUNTY OF ORANGE

EXHIBIT B-7

**Garden Grove Fire Station 6 – OCFA Fire Station 86
12232 West Street, Garden Grove, California 92840
(714) 741-5606**



**AMENDED ORANGE COUNTY FIRE AUTHORITY
JOINT POWERS AGREEMENT**

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**AMENDED ORANGE COUNTY FIRE AUTHORITY
JOINT POWERS AGREEMENT**

This amended Agreement is made this 23rd day of September, 1999 by and between the following public entities (collectively, the "members"), BUENA PARK, CYPRESS, DANA POINT, IRVINE, LAGUNA HILLS, LAGUNA NIGUEL, LAKE FOREST, LA PALMA, LOS ALAMITOS, MISSION VIEJO, PLACENTIA, SAN CLEMENTE, SAN JUAN CAPISTRANO, SEAL BEACH, STANTON, TUSTIN, VILLA PARK, WESTMINSTER AND YORBA LINDA (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

A. County operates the Orange County Fire Department (the "Fire Department"), which presently provides fire protection, prevention and suppression services and related and incidental services to Cities, as well as to the unincorporated area of the County and State areas of responsibility ("SRA").

B. County agrees that Cities require additional policy input into and direction over the costs of such services and use of structural fire fund taxes levied therefor.

C. Cities and County have studied and discussed policy input and cost control for over three years and have determined that creation of a joint power entity to administer fire service operations and delivery serves their needs for policy input and cost control.

D. Each member is a public agency as defined by Government Code Section 6500 et seq. and is authorized and empowered to contract for the joint exercise of powers common to each member.

E. The members now wish to jointly exercise their powers to provide for mutual fire protection, prevention and suppression services and related and incidental services, including but not limited to, creation, development, ownership and operation of programs, facilities, and funds therefor through the establishment of the "Orange County Fire Authority" (the "Authority").

NOW, THEREFORE, in consideration of the mutual promises set out, the parties agree as follows:

AGREEMENT

ARTICLE I.

POWERS AND PURPOSES

1. **Authority Created.** The Authority is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California. The Authority shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its members.

2. **Purpose of the Agreement; Common Powers to be Exercised.** Each member individually has the statutory ability to provide fire suppression, protection, prevention and related and incidental services including but not limited to emergency medical and transport services, and hazardous materials regulation, as well as providing facilities and personnel for such services. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

3. **Effective Date of Formation.** The Authority shall be formed as of February 3, 1995, or such later date as agreed to in writing by all the members (the "Effective Date"), provided that the Authority has met the insurance requirements set forth in Article VI., Section 4. D. below and has become enrolled as a member in the Orange County Employees Retirement System (OCERS).

4. **Powers.** Pursuant to and to the extent required by Government Code Section 6509, the Authority shall be restricted in the exercises of its powers in the same manner as is a general law city. The Authority shall have the power to do any of the following in its own name:

- A. To exercise the common powers of its members in providing fire suppression, protection, prevention and related and incidental services.
- B. To make and enter into contracts, including contracts with its members; notwithstanding, the Authority may not enter into real property development agreements.
- C. To assume Fire Department contracts relating to fire suppression, protection, prevention and related and incidental services.
- D. To determine compensation and working conditions and negotiate contracts with employees and employee organizations.
- E. To employ such agents, employees and other persons as it deems necessary to accomplish its purpose.

- F. To lease, acquire, hold and dispose of property.
- G. To invest surplus funds.
- H. To incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the members as set out in Article IV. hereof.
- I. To sue and be sued in its own name.
- J. To apply for grants, loans, or other assistance from persons, firms, corporations, or governmental entities.
- K. To use any and all financing mechanisms available to the Authority, subject to the provisions of Article IV. hereof.
- L. To prepare and support legislation related to the purposes of the Agreement.

- M. To lease, acquire, construct, operate, maintain, repair and manage new or existing facilities as well as to close or discontinue the use of such facilities.
- N. To levy and collect payments and fees for services, provided that paramedic or ambulance user fees shall be approved by the member(s) affected.
- O. To impose new special taxes or assessments as authorized by law to the extent allowed by law, and in coordination with the underlying jurisdiction.
- P. To provide related services as authorized by law.
- Q. To contract for the services of attorneys, consultants and other services as needed.
- R. To purchase insurance or to self-insure and to contract for risk management services.

- S. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority.
- T. To determine the compensation of Directors.

ARTICLE II.
ORGANIZATION

1. **Membership.** The members of the Authority shall be the original parties hereto which have not withdrawn from the Authority, and such other cities as may join the Authority after execution of this Agreement. New members may join on the terms and conditions set out in Article VII. hereof.

2. **Designation of Directors.** Each member by resolution of its governing body shall designate and appoint one representative to act as its Director on the Authority Board of Directors (the "Board"), except the County whose Board of Supervisors shall appoint two representatives to act as its Directors. Each representative shall be a current elected member of the governing body. Each Director shall hold office until the selection of a successor by the appointing body. Each member shall also appoint an alternate to act in each Director's absence. Each alternate shall be a current elected representative of the governing board of the member. Each Director and alternate shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole

discretion of that appointing body. Any vacancy shall be filled in the same manner as the original appointment of a Director and/or alternate. With approval of the Board, a Director or alternate may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.

3. **Principal Office.** The principal office of the Authority shall be the Fire Department's Water Street headquarters or as may be otherwise designated by the Authority from time to time.

4. **Meetings.**

A. The first and organizational meeting of the Authority shall be held at its principal office on the Effective Date. At that meeting, the Board may determine whether to adopt a rotation system of two (2) and four (4) year terms to provide for increased continuity on the Board and shall classify themselves into any groups selected.

B. The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board. The time and place of the regular meetings of the Board shall be determined by resolution adopted by the Board, and a copy of such resolution shall be furnished to each party hereto. All Board meetings, including regular, adjourned and special meetings, shall be called, noticed and held in

accordance with the Ralph M. Brown Act, Section 54950, et seq. of the Government Code (the "Brown Act") as it may be amended from time to time.

5. **Quorum; Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Authority. Each Director, or alternate in the absence of any voting Director, shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Authority.

6. **Executive Committee.** The Board shall select from among its members an Executive Committee, one member of which shall be a County Supervisor, and shall designate the functions to be performed by the Executive Committee, as allowed by law.

7. **Officers.** The Board shall elect from among its members a chair and vice-chair and thereafter at the first meeting in each fiscal year the Board shall elect or re-elect a chair and vice-chair. In the event that the chair or vice-chair ceases to be a Director, the resulting vacancy shall be filled in the same manner at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the chair to act, the vice-chair shall act as chair. The chair, or in his or her absence the vice-chair, shall preside at and conduct all meetings of the Board. In the absence of the

chair and vice-chair, the Board shall elect a chair *pro tempore* to preside at and conduct the meeting. The Board shall also appoint a clerk of the Authority.

8. **Minutes.** The clerk of the Authority shall provide notice of, prepare and post agendas for and keep minutes of regular, adjourned regular, and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director. The clerk will otherwise perform the duties necessary to ensure compliance with the Brown Act and other applicable rules or regulations.

9. **Rules.** The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs that are not in conflict with this Agreement, as it may deem necessary.

10. **Fiscal Year.** The Authority's fiscal year shall be July 1 of each year, or in the year of its formation, the Effective Date, to and including the following June 30.

11. **Assent of Members.** The assent or approval of a member in any matter requiring the approval of the governing body of the member shall be evidenced by a copy of the resolution of the governing body filed with the Authority.

12. **Committees.** The Board may establish standing or ad hoc committees or subcommittees composed of Board members, staff and/or the public to make recommendations on specific matters.

13. **Additional Officers and Employees; Contract Services.**

A. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board shall appoint an officer or employee of the Authority, an officer or employee of a member public agency or a certified public accountant to hold the offices of treasurer and auditor for the Authority. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for the Authority required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the clerk of the Authority and the auditor and treasurer shall have charge of certain property of the Authority. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The treasurer, auditor and clerk of the Authority shall be required to file an official bond with the Board in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

B. The Board shall appoint general counsel and special counsel to the Authority to serve as necessary.

C. The Board may contract with a member to provide necessary administrative services to the Authority as appropriate. Any administrative duties also may rotate from year to year.

ARTICLE III.

TRANSFER OF FIRE OPERATIONS

1. **List of Assets and Liabilities.** An up-to-date list of all Fire Department personnel, employment agreements, pension agreements, assets (including but not limited to real property, equipment, Fire Department reserves, contracts and deposits) and all known liabilities (including but not limited to tort and workers' compensation cases and claims) shall be prepared by the transition team during the transition referred to in Article VIII. below.

2. **Transfer of County Assets and Liabilities.** Effective as of the date of Authority formation, County shall transfer to the Authority all assets and liabilities of the Fire Department, exclusive of the Weed Abatement and Hazardous Materials Program Office and their personnel (the Asset Transfer), as further set out in this Article.

A. Personnel. The parties agree that the Authority is the successor employer to the County by operation of law, including for retirement and pension purposes. On the Effective Date, each and every employee of the Fire Department shall become an employee of the Authority on exactly the same terms and conditions as set forth in the County's existing Memoranda of Understanding ("MOU's"), employment agreements and all other applicable employment rules, regulations, ordinances and resolutions. The Board shall forthwith adopt and ratify such MOU's, employment agreements, and employment rules, regulations, ordinances and resolutions for each of the Authority employees and shall take such other and further actions as authorized and necessary to implement this subparagraph A. The Board also shall take all necessary steps to confirm continuation of membership in the County's 1937 Act Retirement system on the same terms and conditions.

B. Assets. All Fire Department assets, including and not limited to real property, including the Fire Headquarters complex located at 180 South Water Street in Orange (but excepting the four deactivated fire stations located at 1502 South Greenville Street, Santa Ana; 12962 Dale Street, Garden Grove; 521 North Figueroa Street, Santa Ana; and 31411 La Matanza Street, San Juan Capistrano) and personal property and equipment and apparatus, whether or not located at fire stations, the Fire Headquarters complex, on equipment or otherwise shall transfer to the Authority in their "as is" condition as of the Effective Date. As part of the consideration for the County's Asset Transfer and contribution to the Authority of its SFF from the unincorporated area,

the Authority shall assume the Fire Department's obligation for payment of \$14.5 million to the County for purchase of Fire Department assets. The parties acknowledge that \$8.2 million remains owing, and that the Authority shall make a \$4.1 million payment by June 30, 1995 and a \$4.1 million payment by June 30, 1996.

C. Reserves. All Fire Department reserves, including the Fire Department's Fund 130 contingency, as shown in the County's 1994-95 Final Budget, shall transfer, unencumbered, to the Authority as of the Effective Date.

D. Contracts. Except for the SRA agreement with the California Department of Forestry and Fire Protection ("CDF"), all existing County agreements and contracts involving the Fire Department or its personnel, including but not limited to contracts with Structural Fire Fund and cash contract Cities, mutual aid agreements, automatic aid agreements, County island agreements, and entry, access and roadwork agreements, shall be assigned to the Authority as of the Effective Date, with any service or obligation to be provided or performed thereafter by the Authority. A list of all such contracts shall be developed during the transition period. The Authority agrees to assume all of County's obligations, duties and liabilities under said agreements and contracts. With respect to contracts between County and the Structural Fire Fund Cities and cash contract Cities, each City member hereby agrees to the assignment to the Authority and agrees to release County as of the Effective Date from any further obligations to any City member under said contracts upon assignment. As part of the

consideration for the County's Asset Transfer and contribution to the Authority of its SFF from the unincorporated area, the Authority agrees to subcontract with County for the provision of services to all areas within the County which have been designated as SRAs or enter into another arrangement on such terms as are acceptable to the CDF and the County. As additional consideration for the County's Asset Transfer and contribution of its SFF from the unincorporated area, the Authority further agrees to contract with the County for the Authority's provision of services to the County's unincorporated areas and for the Authority's provision of aircraft rescue fire fighting service to John Wayne Airport.

E. Records. Any and all business records and files, whether computer records, hard copy, microfilm or fiche, historical data, rosters, personnel records, organizational charts, job descriptions, deeds, easements, equipment logs, warranties, manuals and so forth, necessary or helpful to provide services shall be transferred by the County to the Authority during the transition period.

3. Authority Assumption of Liability. In further consideration for the County's Asset Transfer and contribution of its SFF from the unincorporated area, the Authority shall assume responsibility for any and all loss, litigation, liability, injury, damage, claim, demand, and tort or workers' compensation incidents that occur on or after the Effective Date. The County shall retain responsibility and liability for any and all such incidents that occur prior to the Effective Date and shall retain all risk management

reserves that have been set aside for such prior incidents. The Authority may contract with the County to receive risk management services on such terms as agreed to by the Authority and the County. Notwithstanding, the Authority acknowledges that it shall not be entitled to become a member of the County's self-insurance pool without the County's written consent.

ARTICLE IV.

FUNDING OF FIRE OPERATIONS

1. **General Budget.** Within sixty (60) days after the first meeting of the Board, a general budget for the first fiscal year shall be adopted by the vote of a majority of all of the Directors. The initial budget and each succeeding budget shall include, but not be limited to, the following: (a) the general administrative expenses, operating expenses and necessary reserves of the Authority to be incurred during the period covered by the budget; and (b) the allocation of costs among the members of the Authority in the amounts necessary to cover the budget items set out in 1. (a) above. Thereafter, at or prior to the last meeting of the Board for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all of the Directors of the Board. A written budget performance report shall be presented to the Board.

2. **Expenditures for the Approved Budget.** All expenditures within the designations and limitations of the approved general budget shall be made on the authorization of the Board for general budget expenditures without further action. No expenditures in excess of those budgeted shall be made without the approval of a majority of all of the Directors of the Board.

3. **Contributions for Budgeted Amounts.**

A. **Structural Fire Fund.** County receives Structural Fire Fund ("SFF") from the unincorporated area and all member Cities except Stanton, Tustin, San Clemente, Buena Park, Placentia, Westminster and Seal Beach. On behalf of the cities receiving SFF, and the unincorporated area, County shall pay all SFF it receives to the Authority to meet budget expenses and fund reserves in accordance with the County's normal tax apportionment procedures pursuant to the California Revenue and Taxation Code and the County's tax apportionment schedules.

B. **Cash Contract Cities.** As part of its annual budget process, the Authority shall determine amounts owing from cash contract Cities. Such amounts are due and payable within thirty (30) days of receipt of a billing therefor. Subject to the cap set forth in 3. E. below, the Authority shall make an adjustment in annual costs for its service to cash contract Cities to reflect the annual percentage change in the cost of fire system operations consistent with the cost calculation methodology in place on the Effective Date of the Authority, or the date they became members. Notwithstanding the

foregoing, the cost calculation methodology shall include the cost of any proportional share of any long term debt repayment obligations.

C. Participation In Maintenance and Replacement Programs. In addition to the cost calculation methodology set forth in B. above, and subject to the cap set forth in E. below, cash contract Cities shall pay (i) the cost of participation in the Authority's facilities maintenance program as set forth in Article VI., Section 1. C., (ii) the cost of participation in the Authority's vehicle replacement/depreciation program as set forth in Article VI., Section 1. D., and (iii) the cost of participation in the Authority's equipment replacement/depreciation program as set forth in Article VI., Section 1. D.

D. Responsibility For Capital Improvements. In addition to the cost calculated in B. and C. above, and irrespective of the cap in E. below, cash contract Cities shall be responsible for making Authority-required capital improvements to City-owned stations or facilities, as set forth in Article VI., Section 1. B. A capital improvement shall be any improvement or repair in excess of \$15,000.

E. Cap on Annual Adjustments. Except for the costs set forth in H. below and in Article VI., Section 1. B., no annual cost adjustment shall exceed three and a half percent (3.5%) in fiscal years 2000-2001 through 2004-2005, and four percent (4%) for the next five fiscal years, of the total charges for the preceding year. The determination of each city's annual adjustments shall be made as follows:

(1) For Placentia, Seal Beach, Stanton and Tustin:

(a.) The prior year's charge shall be adjusted by an amount which represents the percentage change in the cost of fire system operations as set forth in 3. B. above.

(b.) Any difference between that amount and the amount of increase allowable under the applicable cap shall then be applied to the City's financial obligation under the Authority's facilities maintenance program.

(c.) Any difference between the sum of those two amounts and the amount allowable under the applicable cap shall next be applied to the City's financial obligation under the Authority's equipment replacement/depreciation program.

(d.) Any difference between the sum of those three amounts and the amount of increase allowable under the applicable cap shall then be applied to the City's financial obligation under the Authority's vehicle replacement/depreciation program.

(2) For Buena Park, San Clemente and Westminster:

(a.) The prior year's charge, exclusive of vehicle replacement/depreciation costs, shall be adjusted by an amount which represents the percentage change in the cost of fire system operations as set forth in 3. B. above.

(b.) Any difference between that amount and the amount of increase allowable under the applicable cap shall then be applied to the City's financial obligation under the Authority's facilities maintenance program.

(c.) Any difference between the sum of those two amounts and the amount allowable under the applicable cap shall next be applied to the City's financial obligation under the Authority's equipment replacement/depreciation program.

(d.) Effective July 1, 2000, said cities shall continue to participate in the Authority's vehicle replacement/depreciation program on the terms and conditions in effect June 30, 2000; provided however, that the amount of any subsequent adjustment to an immediately preceding year's vehicle replacement/depreciation charge, when added to the adjustments set forth in a., b. and c. above, shall not exceed the applicable cap on the total charges for the preceding year.

F. Cost Basis For Next Year's Adjustment. The total annual adjustment, with the applicable cap set forth herein, shall constitute the basis for next year's annual adjustment.

G. Expiration of Cap. Notwithstanding any other provision of this Agreement, the Board of Directors, by two-thirds vote of all Directors, may adopt a new cost calculation methodology and/or a new cap for cash contract Cities, and/or a different membership term for all members, pursuant to Article VII., Section 1. B., to be operative July 1, of the first year of the next succeeding term. Any such changes must be adopted by board action no later than July 1, of the last year of the then current term.

H. New Resources To Cash Contract Cities. Notwithstanding the foregoing provisions, whenever new resources are committed to a cash contract City, the member shall pay the incremental company cost for such resources. The additional resources and increased cost shall not be implemented without consent of the member.

I. John Wayne Airport. Service levels and charges therefore for aircraft rescue firefighting services to John Wayne Airport shall be agreed upon by the Authority and the member having fire service jurisdiction.

J. Termination. Failure by any member to make payments when due constitutes grounds for expulsion from the Authority. Prior to expulsion, the Authority

shall provide written notice of its intention to expel such member if payment is not received within thirty (30) days of the date of such notice. Repeated failure to make payments when due shall constitute grounds for expulsion and/or imposition of an Authority-determined late fee. Alternatively, or in addition to the remedies set forth herein, the Authority may bring legal action to collect unpaid amounts.

4. **Equity**. Annually after the conclusion of each fiscal year and consideration of the audited financial statements for that year, and after consideration of the Authority's financial needs, the Board of Directors in its sole discretion shall determine whether sufficient unencumbered funds from that fiscal year are available for additional services or resources to Structural Fire Fund members. In the event the Board determines that (1) such funds are available, (2) a distribution is warranted, and (3) that it is appropriate to do so, it shall allocate those funds, or any portion thereof, to a restricted Structural Fire Fund Entitlement fund, as follows:

A. The Authority shall use the general methodology employed in Model 2A of the 1999 Final Report by the Davis Group regarding "Equity Issues Related to the Financing of OCFA Services" to determine the relative status of Structural Fire Fund members as follows: A base period comparison for each member of cost to serve, on the one hand, and Structural Fire Fund contributions and cash contract charges, on the other, will be established, taking into account, the three-year average of consumption, population and

assessed valuation for the immediately preceding three fiscal years. Upon a two-thirds vote of all Directors representing Structural Fire Fund members, a different methodology may be used to determine the relative status of Structural Fire Fund members.

- B. The above-mentioned base period status of Structural Fire Fund members shall be compared to all members, without regard to the 10% variance factor in the Davis study.

- C. Those Structural Fire Fund members whose Structural Fire Fund revenues were greater than the cost to serve, based on the base period comparison in A. above, shall receive a pro rata allocation from the Entitlement fund, based on the relative amounts by which, respectively, those Structural Fire Fund revenues exceeded said cost to serve. In no event shall a Structural Fire Fund member receive allocations that exceed the average amount by which such revenues exceeded said cost to serve during the applicable base period.

Allocations from the Entitlement fund may thereafter be used for Board-approved and Authority-related service or resource enhancements to such Structural Fire Fund members.

No Structural Fire Fund member will be required to make additional payments for service on account of equity. No Structural Fire Fund member will be entitled to receive cash payments or reimbursements on account of equity.

5. **Approval of Bonded Indebtedness.** By a two-thirds vote of all members, the Authority may authorize the issuance of any long term bonded indebtedness. Any cash contract City that withdraws pursuant to Article VII. shall, after ceasing to be a member of the Authority, not be responsible for payment of its proportional share of any bonded indebtedness approved by the Authority. Short-term tax anticipation notes with a one-year (or shorter) term may be authorized by a majority vote of all of the directors of the Board.

6. **Authority Cooperation.** The Authority agrees to fully cooperate with each of the members in pursuing federal and state claims for emergency response reimbursements.

ARTICLE V.
ACCOUNTING AND AUDITS

1. **Accounting Procedures.** Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's auditor and treasurer shall comply strictly with requirements governing joint powers agencies, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500).

2. **Audit.** The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of the audited financial reports, with the opinion of the independent certified public accountant, shall be filed with the County Auditor, the State Controller and each member within six (6) months of the end of the fiscal year under examination.

ARTICLE VI.
PROPERTY RIGHTS

1. **Vehicles, Equipment, Facilities and Property.**

A. **Ownership.** Except as provided herein, all real and personal property, including but not limited to, facilities constructed, installed, acquired or leased by the Authority, apparatus and equipment, personnel and other records and any and all

reserve funds shall be held in the name of the Authority for the benefit of the members of the Authority in accordance with the terms of this Agreement. Fire stations that are owned by Cities shall be leased to the Authority for one dollar (\$1.00) per annum.

B. Capital Improvements. Capital improvements to cash contract city-owned stations or facilities, within their jurisdictions, shall be the responsibility of each member. Such capital improvements may be required by the Authority upon a determination by the Authority, after good faith consultation with a member agency, that such improvements are needed to protect the health, safety or welfare of Authority employees or to maintain the station in a state of operational readiness. Capital improvements to stations owned by the Authority shall be the responsibility of the Authority. For cash contract Cities, the construction of new stations or facilities, within and primarily benefiting their jurisdictions, shall be the responsibility of each city. Such construction shall meet reasonable standards and specifications prescribed by the Fire Chief.

C. Maintenance and Repairs. Each cash contract City shall make an initial payment to the Authority of \$15,000 for each fire station within its jurisdiction for maintenance and repairs not included in the original cost calculation methodology. The Authority shall carry forward unspent amounts to the next fiscal year. At the beginning of each fiscal year, said cities shall pay the Authority an amount sufficient to bring its balance back to \$15,000 for each such station.

D. Equipment and Vehicle Replacement/Depreciation Programs. Cash contract Cities shall participate in funding the Authority's equipment and vehicle replacement/depreciation programs. Such programs shall be administered fairly and equitably by the Authority and in accordance with Generally Accepted Accounting Principles.

2. **Disposition of Assets Upon Termination.** The Authority may vote to terminate this Agreement, or termination will occur if only one member is left in the Authority. If termination occurs, all surplus money and property of the Authority shall be conveyed or distributed to each member in proportion to all funds provided to the Authority by that member or by the County on behalf of that member during its membership, whether Structural Fire Fund or cash contract amounts. Each member shall execute any instruments of conveyance necessary to effectuate such distribution or transfer. In any such distribution, the amount of Structural Fire Fund derived from each incorporated or unincorporated city areas shall be considered as received from that member in the same manner as cash contract payments have contributed to surplus assets.

3. **Liabilities.** Except as otherwise provided herein, the debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the parties of this Agreement.

4. **Indemnification and Insurance.**

A. Except as provided in Article VI., Section 4. E. below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the Cities and their officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all

expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to the performance of services pursuant to this Agreement.

B. Except as provided in Article VI., Section 4. E. below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the County's officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to any Fire Department contract or agreement assumed by or otherwise transferred to the Authority.

C. Except as provided in Article VI., Section 4. E. below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the County's officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to any Fire Department asset to be transferred to the Authority, including but not limited to real property, personal property, equipment and apparatus.

D. From and after the Effective Date, the Authority shall maintain during the term of this Agreement, workers' compensation insurance as required by law and, in addition, general comprehensive liability insurance in the minimum limit of

\$5,000,000 combined single limit per occurrence and annual aggregate. Each of the Authority members shall be named as an additional insured on the general comprehensive liability policy. Alternatively, the Authority may self-insure. Prior to the Effective Date, the Authority shall provide the County with certificates of insurance or proof of self-insurance evidencing the coverage referred to in this Section 4. D. Such insurance is a condition precedent to performance under this Agreement, and until the Authority obtains insurance as provided for in this Section 4. D., performance under this Agreement is excused and no member shall have any right against any other member in equity or law.

E. From and after the Effective Date, the County shall defend, indemnify and hold harmless the Authority and each City member and their officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of the Fire Department's actions or omissions prior to the Effective Date hereof which are related to the provision of fire services or to the administration of Fire Department contracts, facilities, sites or assets, and which may include past, present or ongoing, or any future release of any hazardous material, hazardous substance or hazardous waste as defined under state and federal law or regulation. The Authority and the Cities agree that the County's obligations under this Section 4. E. shall only apply to costs, losses, damage, injuries, claims, demands,

litigation or liabilities for which a written claim has been received by the County prior to February 3, 2000.

F. Notwithstanding Article VI., Section 4, the members agree that no immunity available to the County or the Cities under state or federal law or regulation shall be waived with respect to any third party claim.

ARTICLE VII.

WITHDRAWAL AND ADDITION OF MEMBERS

1. City Member Withdrawal.

A. Initial Term. Cities shall be members of the Authority for an initial 10-year term. For Structural Fire Fund cities, the initial 10-year term shall begin on July 1, 2000 and end on June 30, 2010. For a cash contract City, the first 10-year term shall begin on July 1, 2000, only upon the consent of such city. Cash contract Cities that do not give such approval by July 1, 2000 shall give notice of withdrawal to the Clerk of the Authority by July 1, 2000, to be effective July 1, 2001. Failure to provide such notice shall be deemed that city's consent to a 10-year term, beginning July 1, 2000.

Provided however, that the Cities of Stanton, Westminster and Buena Park may withdraw from the Authority by giving notice of withdrawal to the Clerk of the Authority by December 31, 2000, to be effective December 31, 2001. Failure to provide

such notice shall be deemed that city's consent to a 10-year term beginning July 1, 2000.

Notwithstanding the foregoing paragraph, those three cities shall give notice of their respective intentions within thirty (30) days of completion of any study undertaken to consider creation of any alternative fire service organization.

Notwithstanding Article IX., Section 4., this Agreement shall not be amended prior to December 31, 2000.

No Authority time or funds shall be spent negotiating service levels with those three cities prior to such city's decision to remain members of the Authority.

B. Subsequent Terms. Membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any city may give notice of withdrawal by transmitting written notice of such withdrawal to the clerk of the Authority prior to July 1 of the second to last year of any term.

(2) If the Board, by two-thirds vote of all Directors, adopts a new cost calculation methodology and/or a new cap for cash contract Cities, pursuant to Article IV., Section 3. G., then those cities shall have until June 30 of the last year of the

then current term to give written notice to the clerk of the Authority of their intent to renew.

(3) If the Board, by two-thirds vote of all Directors, adopts a different minimum membership term pursuant to Article IV., Section 3. G., then cities shall have until June 30 of the last year of the then current term to give written notice to the clerk of the Authority of their intent to renew.

Cities that do not give the notice required by B. (2) and (3) above shall be deemed to have elected to withdraw, effective June 30 of the first year of the next succeeding term. Until the effective date of withdrawal, such cities shall be governed by the changes adopted by the Board.

C. Removal From Board After Notice of Withdrawal. In the event a notice of withdrawal is given by a city, or deemed to have been given, that city's representative shall be removed from the Board of Directors.

D. Rescission of Notice. Any notices required hereunder may be rescinded by the member with approval of the Board of Directors.

E. Property Tax Transfer Negotiations. Withdrawal by a Structural Fire Fund city may be subject to property tax transfer negotiations and such additional notices as required by applicable law.

2. Addition of New City Members. Notwithstanding any other provisions herein, a non-member City may join the Authority upon consent of a majority of all of the Directors of the Board and agreement to terms and conditions determined by the Board, which terms and conditions may vary from those set forth in this Agreement. A new City member may be required to transfer to the Authority its fire facilities and assets or to reimburse the Authority for a proportionate share of facilities which the new City will utilize. As a condition of membership, a city may also be required to accept responsibility for a proportion of the debts, obligations, and liabilities of the Authority from its transferred facilities, to the extent agreed upon by the Authority and the new member at the time of membership. The Authority Board may determine to waive all or part of such contribution requirements in return for an offsetting transfer of the new member's fire facilities and assets to the Authority.

3. Withdrawal of County. County shall be a member of the Authority for an initial 10-year term beginning on July 1, 2000 and ending June 30, 2010. Said term shall automatically renew for successive terms in accordance with and subject to the same provisions and exceptions applicable to cities in Section 1. B. and C. In the event of withdrawal, the County shall remain liable for payment of the Structural Fire Fund's

proportional share of any bonded indebtedness of the Authority incurred prior to the date of its withdrawal.

4. **Property of Withdrawing Members.** Any withdrawing member may negotiate with the Authority for return or repurchase of any and all stations and equipment serving that member's jurisdiction.

ARTICLE VIII.

TRANSITION TO AUTHORITY

The cities and County shall designate a transition team to implement the transfer of assets and liabilities hereunder, to prepare for the Authority's organizational meeting, and to direct the transition of administrative services from the County to the Authority.

ARTICLE IX.

NOTICE OF AGREEMENT

1. **Initial Notice.** Upon the Effective Date of this Agreement, the Authority shall timely file with the Orange County Clerk and the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.

2. **Additional Notices.** Upon any amendments to this Agreement, the Authority shall prepare and timely file with the Orange County Clerk and the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.

3. **Notice to Members.** Notice to members shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address/or fax number set out by their signatures.

4. **Amendment.** This Agreement may not be amended or modified except by a vote of two-thirds of all of the members; provided however, that no amendment shall change the cap, the cost calculation methodology or the length of a term, during the pendency of any term. This Agreement represents the sole and entire agreement between the parties and supersedes all prior agreements, negotiations and discussions between the parties hereto and/or their respective counsel with respect to the subject matter of this Agreement.

5. **Headings.** The headings in this Agreement are for convenience only and are not to be construed as modifying or explaining the language in the section referred to.

6. **Severability.** Should any part, term, or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.

7. **No Continuing Waiver.** No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.

8. **Successors.** This Agreement shall inure to the benefit of and be binding upon any successors or assigns of the members. No member may assign any right or obligation hereunder without the written consent of a majority of all of the Directors of the Board.

9. **No Third Party Beneficiary.** The members agree that except as provided in Article IX., Section 8 above, the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this Agreement.

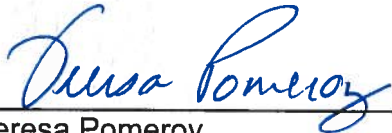
CITY OF GARDEN GROVE

Dated: 2/10/2019



Steven R. Jones
Mayor

ATTEST:



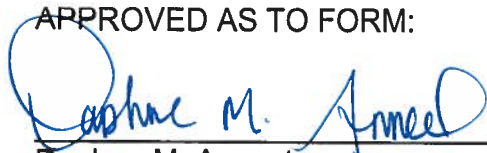
Teresa Pomeroy
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Garden Grove
12222 Acacia Parkway
Garden Grove, CA 92840

Phone: (714) 741-5100
Fax: (714) 741-5205

APPROVED AS TO FORM:



Daphne M. Anneet
Special Counsel
Burke, Williams & Sorensen LP

FIRST AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT

ORANGE COUNTY FIRE AUTHORITY

This First Amendment ("Amendment") to the Amended Joint Powers Authority Agreement (herein referred to as "Agreement"), effective July 1, 2010, is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("Authority").

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and Cities had entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of

Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the parties and is incorporated herein by reference; and

WHEREAS, the members wish to amend the 1999 Amended Agreement as set forth below and extend all other unamended terms of said Agreement.

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement as follows:

AGREEMENT

1. *Article IV, Sections 3.B., C. and E. are amended to read as follows:*

"B. Cash Contract Cities. As part of its annual budget process, the Authority shall determine the amounts owing from cash contract Cities. This amount shall be referred to as the "Service Charge." It shall consist solely of the annual cost for operational services (i.e., General Fund costs) consistent with the cost calculation methodology in place on the Effective Date of the Authority, or such later date as a cash contract City became a member, and will include the annual percentage change in the

cost of fire system operations. This amount shall be subject to the cap set forth in 3.E. below. The Service Charge shall not include any of the following: (1) the amortized installments of the 2010 Shortfall set forth and defined in Article IV, Section 3.B.; (2) facilities maintenance costs, as defined in Article VI, Section 1.C.; (3) vehicle replacement costs, as defined in Article VI, Section 1.D.; and (4) the Five-Year Shortfall in excess of seven and one half percent (7.5%) owed by any City as set forth in Article IV, Section 3.F. only in the first year that such payment is owed. Notwithstanding the foregoing, the cost calculation methodology shall include the cost of any proportional share of any long term debt repayment obligations. Cash contract Cities shall be billed quarterly and in arrears for services after services have been performed and such amounts are due and payable within thirty (30) days from receipt of a billing therefor.

Additionally and irrespective of the cap set forth in Article IV, Section 3.E., each cash contract City shall pay the "2010 Shortfall." The "2010 Shortfall" is the difference between the actual Authority cost of operational services to the respective cash contract City for fiscal year 2009/2010 and the capped cost of those services. Beginning July 1, 2010, each cash contract City shall pay its 2010 Shortfall by means of equal quarterly payments that will be amortized over the period of July 1, 2010 to June 30, 2020.

C. Participation in Maintenance and Replacement Programs. In addition to the cost calculation methodology set forth in Section B. above, and irrespective of the cap set forth in E. below, cash contract Cities shall pay (1) the cost of participation in the Authority's facilities maintenance program as set forth in Article VI,

Section 1.C., and (2) the cost of participation in the Authority's vehicle replacement / depreciation program as set forth in Article VI, Section 1.D.

* * *

E. Cap on Annual Adjustments. Except for the costs excluded from the Service Charge as set forth in Article IV, Section 3.B. and the costs set forth in Article IV, Section 3.H. and Article VI, Section 1.B., no annual cost adjustment to the Service Charge shall exceed four and one half percent (4.5%) of the annual cost for operational services provided to the City for the preceding year. In any year in which the actual cost increase for operational services exceeds four and one half percent (4.5%), the excess amount shall be recorded (i.e., banked) and paid in a subsequent year in which the Service Charge cost adjustment is less than the four and one half percent (4.5%) cap. If only a portion of this excess amount can be paid in one year while remaining under the four and one half percent (4.5%) cap for that year, the remainder shall be carried over from year to year until it is paid in its entirety."

2. *Article IV, Sections 3.E.(1) and (2) are deleted.*

3. *Article IV, Section 3. F. shall be replaced with the following:*

"F. Modifications to the Service Charge. Beginning with fiscal year 2014/2015, and every five years thereafter, data will be compiled to review the actual

Authority cost for operational services for that fiscal year compared to the capped Service Charge for each cash contract City for that year. The difference between these amounts shall be referred to as the "Five-Year Shortfall."

The data will be reviewed and analyzed jointly by the City Managers' Technical Advisory Committee and City Managers' Budget & Finance Committee to confirm the amount of the Five-Year Shortfall, if any, and to determine whether that amount has exceeded the percentage thresholds set forth below which would in turn trigger an adjustment of the Service Charge. If, after reviewing the data which has been compiled, the joint Committees and the Authority cannot agree on the calculations or the data used to calculate the amount of the Five-Year Shortfall, the Authority reserves the right to retain an independent auditor to review the calculations and data. The independent auditor's results as to the calculated amount of the Five-Year Shortfall shall be final and binding.

Modifications to the Service Charge, if any, shall be as follows. If the Five-Year Shortfall is less than seven and one half percent (7.5%) of the actual annual Authority costs, for a cash contract City, no additional amounts shall be owed by the City. If any Five-Year Shortfall exceeds seven and one half percent (7.5%), a cash contract City shall pay for the portion of the shortfall necessary to reduce the shortfall below seven and one half percent (7.5%). If the Five-Year Shortfall is between seven and one half percent (7.5%) and fifteen percent (15%), the amount shall be paid in its entirety in the following fiscal year. If the Five-Year Shortfall is more than fifteen percent (15%), that amount shall be paid through equal amortized installments over the subsequent five year period. Payment of the Five-Year Shortfall in excess of seven and

one half percent (7.5%) shall be excluded from the Service Charge only in the first year in which such payment is owed. The calculated Five-Year Shortfall amount paid shall be added to the Service Charge in the subsequent years.”

4. *Article IV, Section 4.D. shall be added to read as follows:*

“D. Notwithstanding the foregoing, 50 percent of any unencumbered funds, as determined by the annual audited financial statements, shall be allocated to the Structural Fire Fund Entitlement Fund at every ten year interval beginning with fiscal year 2010/2011, unless it is determined by unanimous vote of the Directors representing structural fire fund members that a fiscal hardship would thereby result. Those monies shall be distributed in a manner consistent with the methodologies, criteria and purposes described in this Section 4.A. through 4.C. above. In the event of a finding of fiscal hardship, the 50 percent allocation shall be made during the subsequent fiscal year unless another finding of fiscal hardship is determined as described above.”

5. *Article VI, Section 1.C. is amended to read as follows:*

“C. Maintenance and Repairs. Each cash contract City shall make an initial payment to the Authority of \$15,000 for each fire station within its jurisdiction for maintenance and repairs. The Authority shall carry forward unspent amounts to the next fiscal year. At the beginning of the fiscal year, said cities shall pay the Authority an

amount sufficient to bring its balance back to \$15,000 for such station (referred to below as the "Station's \$15,000 Maintenance Account").

(1) Funds shall be expended in accordance with the following procedure:

(a) Minor maintenance or repairs costing less than \$1,000 are funded through the cash contract City's base Service Charge and, therefore, shall be paid by the Authority out of its General Fund. These repairs will not be charged to the Station's \$15,000 Maintenance Account.

(b) Maintenance, repair, alteration, or improvement projects greater than \$1,000 but less than the remaining balance in the Station's \$15,000 Maintenance Account shall be paid from the Station's Maintenance Account.

(c) Maintenance, repair, alteration, or improvement projects exceeding the remaining balance in the Station's \$15,000 Maintenance Account are considered capital improvements and additional funding that is necessary to pay for such improvements shall be the responsibility of the City.

(2) At its discretion, a cash contract City with multiple fire stations may allocate all or a portion of the balance of one Station's \$15,000 Maintenance Account to another station within the City provided the balance of each station be restored to \$15,000 at the beginning of the following fiscal year."

6. *Article VII, Sections 1.A. and B. are amended to read as follows:*

"A. Term. Cities shall be members of the Authority for a 20-year term commencing July 1, 2010. For Structural Fire Fund cities, the initial 20-year term shall begin on July 1, 2010 and end on June 30, 2030. For a cash contract City, the first 20-year term shall begin on July 1, 2010, only upon the consent of such city. Cash contract Cities that do not give such approval by June 30, 2010 shall give notice of withdrawal to the Clerk of the Authority by June 30, 2010, to be effective July 1, 2010. Failure to provide such notice shall be deemed that City's consent to a 20-year term, beginning July 1, 2010 subject to the ability to withdraw after the first ten years as set forth in Section B. below.

B. Subsequent Terms. Twenty-year membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any city may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

7. *Article VII, Section 1.F. shall be added to read as follows:*

"F. Negotiation of Terms Upon Notice of Withdrawal. Upon providing notice of withdrawal, a cash contract City may negotiate with the Authority regarding modifications to its payment obligation. If the City and the Authority are unable to reach agreement regarding modified payment terms, the balance of any shortfall that may have accumulated during a City's ten-year period of membership shall be paid upon withdrawal."

8. *Article VII, Section 3 is amended to read as follows:*

"3. Withdrawal of County. County shall be a member of the Authority for a term of twenty years beginning on July 1, 2010 and continuing to June 30, 2030. Said term shall automatically renew for successive terms in accordance with and subject to the same provisions and exceptions applicable to Cities in Section 1.B. and C. In the event of withdrawal, the County shall remain liable for payment of the Structural Fire Fund's proportional share of any bonded indebtedness of the Authority incurred prior to the date of its withdrawal."

9. *All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter, or amend the Agreement in any other way whatsoever.*

**SECOND AMENDMENT TO AMENDED ORANGE COUNTY FIRE AUTHORITY
JOINT POWERS AGREEMENT**

This Second Amendment ("Second Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Second Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when executed by a sixteenth member; provided that if a sixteenth member has not executed this Second Amendment by June 30, 2014, then it shall be void and shall not go into effect.

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, the members wish to amend the 1999 Amended Agreement and the First Amendment as set forth below to modify their joint financing of the Fire Services to promote financing equity among the members, to preserve the existing membership, to better assure future revenues that will continue to support the provision of high quality of Fire Services throughout the Authority's service area, and retain all other unamended terms of the 1999 Amended Agreement and First Amendment.

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement and First Amendment as follows:

AGREEMENT

1. *Article IV, Section 3, Subdivision A shall be amended to read as follows:*

A. Structural Fire Fund: Cash Contract Cities. County receives Structural Fire Fund property taxes ("SFF") from the unincorporated area and from properties located within the following member Cities: Irvine, Dana Point, Laguna Hills, Laguna Woods, Laguna Niguel, La Palma, Mission Viejo, San Juan Capistrano, Villa Park, Yorba Linda, Cypress, Los Alamitos, Lake Forest, Rancho Santa Margarita, and Aliso Viejo. These cities and the County together make up the "SFF Jurisdictions." On behalf of the cities from which the County receives SFF, and the unincorporated area, County shall pay all SFF it receives to the Authority to meet budget expenses and fund reserves in accordance with the County's normal tax apportionment procedures pursuant to the California Revenue and Taxation Code and the County's tax apportionment schedules. The member Cities which the County does not receive SFF are Santa Ana, Stanton, Tustin, Buena Park, Placentia, Westminster, Seal Beach, and San Clemente (collectively, "Cash Contract Cities")

2. *Article IV, Section 4 shall be deleted in its entirety and replaced with the following new Section 4.*

4. Equity. The following calculations and actions shall be performed by the Authority each fiscal year:

A. Over-Funded Structural Fire Fund (SFF) Jurisdictions.

(1) The total estimated property tax revenue levied and allocated to the Authority, prior to accounting for delinquencies, and including secured, unsecured, nonoperating utility (SBE), and homeowner's exemptions shall be determined ("Total SFF Revenue Figure"). For the FY 2012/13 this amount was stated as \$179,768,901.52 in the Auditor-Controller Report titled

"AT68AD-73 Orange County Auditor Controller Accumulation of Combined Prior Year Levy and Current Year ATI" as the "Total SFF Revenue Figure."

(2) The total Assessed Value, net of successor agency former project area incremental value, for all SFF jurisdictions shall be determined (the "Total AV Figure"). For the FY 2012/13 this amount was stated as \$155,506,390,761 in the Auditor-Controller report titled *"AT04VC-74 Orange County Auditor Controller District Values Used to Set Tax Rates"* and was identified as the "Total L&I (Land and Improvements), Total Secured and Unsecured Value for the Orange County Fire Authority Total Jurisdiction."

(3) The Total AV Figure shall be multiplied by 1% (the basic levy tax rate) to determine the total value of the 1% basic levy for all SFF Jurisdictions for the fiscal year (the "SFF Basic Levy Figure"). For reference, in FY 2012/13, this calculated figure was \$1,555,063,907.61.

(4) The Total SFF Revenue Figure shall be divided by the SFF Basic Levy Figure for the same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Average SFF Rate" for the fiscal year. For reference, in FY 2012/13 the Average SFF Rate was 11.56%. The 2012/13 calculation is as follows:

$$\frac{\$179,791,051.52}{\$1,555,063,907.61} = 0.115602$$

(5) A "Jurisdictional SFF Rate" shall be determined for each SFF Jurisdiction as follows:

- a. The total property tax revenue allocated from all tax rate areas in the SFF Jurisdiction to the Authority, prior to accounting for delinquencies, and including secured, unsecured, utility (SBE), and homeowner's exemptions, but excluding revenue on successor

agency incremental value in tax rate areas assigned to former redevelopment agencies, shall be determined ("Jurisdictional SFF Revenue Figure"). By way of example, for FY 2012/13 this determination would be made by (1) taking, for each tax rate area in the SFF Jurisdiction, the total assessed value of the tax rate area as reported in the Auditor Controller TRA Summary Detail Reports for the secured, unsecured, SBE, and homeowner's exemptions, (2) multiplying the total assessed value by 1%, and (3) multiplying the product by the Authority's share of the general levy tax rate in the tax rate area as stated in the "Auditor Controller Report AT68AH71 Section 99 Factor Report by TRA," which would yield property tax revenue allocated from that tax rate area to the Authority. This calculation would be made for all tax rate areas within the SFF Jurisdiction, and the results would be added together to yield the Jurisdictional SFF Revenue Figure.

- b. The total Assessed Value, net of successor agency former project area incremental value (AV), for the SFF Jurisdiction shall be determined (the "Jurisdictional AV Figure").
- c. The Jurisdictional AV Figure shall be multiplied by 1% to determine the total value of the 1% basic levy of the SFF Jurisdiction for the fiscal year (the "Jurisdictional Basic Levy Figure").
- d. The Jurisdictional SFF Revenue Figure shall be divided by the Jurisdictional Basic Levy Figure for the

same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Jurisdictional SFF Rate" for the fiscal year.

(6) For those SFF Jurisdictions whose Jurisdictional SFF Rate is greater than the Average SFF Rate ("the Over-Funded SFF Jurisdictions"), a Jurisdictional Equity Adjustment Payment ("JEAP") shall be calculated using the data sources cited above and the following formula:

$$(\text{Jurisdictional SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.01) - (\text{Average SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.1)$$

(7) The JEAPs calculated in subdivision (6) shall be paid by the Authority in two equal payments in December and April each fiscal year, provided that the Authority has received its distribution of property tax revenues in or before such months.

(8) The JEAP payments in subdivision (6) shall be made according to the following phase-in schedule:

<u>Fiscal Year</u>	<u>Irvine</u>	<u>Other Jurisdictions</u>
FY 2013/14	100%	0%
FY 2014/15	100% (a)	25%
FY 2015/16	100% (b)	50%
FY 2016/17	100%	75%
FY 2017/18 and thereafter	100%	100%

a. The timing of payment for FY 2014/15 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (Operating Revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. (For purposes of this Agreement "Operating Revenues" includes Unrestricted General Fund Revenues and SFF revenues. If the General Fund is not

balanced, as defined above, then 25% of the calculated JEAP will be paid to the City of Irvine in FY 2014/15, and the remaining 75% will be paid to the City of Irvine no later than FY 2016/17. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include interest.

b. The timing of payment for FY 2015/16 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (operating revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. If the General Fund is not balanced, as defined above, then 50% of the calculated JEAP will be paid to the City of Irvine in FY 2015/16, and the remaining 50% will be paid to the City no later than FY 2017/18. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include any interest.

(9) Neither Cash Contract Cities nor SFF jurisdictions that are not determined to be Over-Funded SFF Jurisdictions by these calculations shall receive any JEAP, nor will they be required to make additional payments to the Authority due to these calculations. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs paid pursuant to this Section 4.

B. Additional Equity Adjustment for SFF Revenue from the City of Irvine. The following calculations and actions shall be performed by the Authority each fiscal year:

(1) Beginning with Fiscal Year 2013/14, the City of Irvine shall receive an additional JEAP equal to the amount, if any, that the

Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP payment calculated in Section 4.A(6), exceeds that year's corresponding annual Not-To-Exceed amount ("NTE") as set forth in Section 4.B(2) below.

(2) The NTE for Fiscal Year 2013/14 shall be the amount of base SFF revenue that the Authority received from properties located within the City of Irvine jurisdiction in the Fiscal Year 2012/13, which was \$59,635,863, plus 3.5%. The NTE shall increase each fiscal year by 3.5%. The NTE for each fiscal year from 2013/14 to 2029/30 for the City of Irvine is therefore as follows:

FY 2013/14 SFF Revenue NTE:	\$59,635,863 X 1.035 = \$61,723,118
FY 2014/15 SFF Revenue NTE:	\$61,723,118 X 1.035 = \$63,883,427
FY 2015/16 SFF Revenue NTE:	\$63,883,427 X 1.035 = \$66,119,347
FY 2016/17 SFF Revenue NTE:	\$66,119,347 X 1.035 = \$68,433,524
FY 2017/18 SFF Revenue NTE:	\$68,433,524 X 1.035 = \$70,828,697
FY 2018/19 SFF Revenue NTE:	\$70,828,697 X 1.035 = \$73,307,701
FY 2019/20 SFF Revenue NTE:	\$73,307,701 X 1.035 = \$75,873,471
FY 2020/21 SFF Revenue NTE:	\$75,873,471 X 1.035 = \$78,529,042
FY 2021/22 SFF Revenue NTE:	\$78,529,042 X 1.035 = \$81,277,558
FY 2022/23 SFF Revenue NTE:	\$81,277,558 X 1.035 = \$84,122,273
FY 2023/24 SFF Revenue NTE:	\$84,122,273 X 1.035 = \$87,066,553
FY 2024/25 SFF Revenue NTE:	\$87,066,553 X 1.035 = \$90,113,882
FY 2025/26 SFF Revenue NTE:	\$90,113,882 X 1.035 = \$93,267,868
FY 2026/27 SFF Revenue NTE:	\$93,267,868 X 1.035 = \$96,532,243
FY 2027/28 SFF Revenue NTE:	\$96,532,243 X 1.035 = \$99,910,872
FY 2028/29 SFF Revenue NTE:	\$99,910,872 X 1.035 = \$103,407,753
FY 2029/30 SFF Revenue NTE:	\$103,407,753 X 1.035 = \$107,027,024

(3) In any fiscal year in which the Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP calculated in Section 4.A(6), is greater than the NTE provided in Section 4.B.(2), the excess revenue shall be paid to the City of Irvine as an additional JEAP.

(4) Payment of this additional JEAP shall be made by the Authority to the City of Irvine in two equal payments in December and April of each fiscal year, provided that the Authority has received its distribution of the SFF in such months.

(5) Neither Cash Contract Cities nor SFF jurisdictions other than Irvine shall receive any additional JEAP as described in this Section 4.B., nor will they be required to make additional payments to the Authority due to these calculations or payments. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs or additional JEAPs paid pursuant to this Section 4.

C. Sources of JEAP Funds; Remedies; Amendment.

(1) Payments of JEAPs shall be made to the Over-Funded SFF jurisdictions from unrestricted revenues of the Authority (the "Unrestricted OCFA General Fund Revenues") provided that the use of said Unrestricted OCFA General Fund Revenues is not prohibited by any Federal or State law or regulation nor would the use violate the terms or restrictions contained in any grant or other agreement restricting the use of the designated revenue sources. For purposes of clarity, JEAPs shall be paid from the annual service charges paid by the Cash Contract Cities as well as from other non-property tax sources of unrestricted funds. SFF are restricted funds and shall not be used to pay JEAPs. No Cash Contract City annual service charges shall be increased to pay JEAPs.

(2) If a legal challenge is brought challenging this Second Amendment, the JEAPs shall continue to be calculated as provided in this Second Amendment. The Authority shall open a separate account into which the JEAPs shall be deposited, which shall bear interest at the same rate as the Authority's other authorized investments. The Authority shall provide an

accounting to the Over-Funded SFF Jurisdictions upon each JEAP deposit. The JEAPs so deposited into this account shall remain there until the resolution of the legal challenge. If this Second Amendment remains valid after the resolution of such legal challenge, all of the funds accumulated in such account shall be paid, with accrued interest, to the Over-Funded SFF Jurisdiction(s) and the Authority shall provide an accounting therefore.

(3) The City of Irvine may, notwithstanding Article VII, Section 1 of the 1999 Amended Agreement as amended by the First Amendment and this Second Amendment, withdraw from the Authority by transmitting written notice of its withdrawal to the Clerk of the Authority. Such notice shall provide at least two years' notice of the withdrawal, but the notice period may be more than two years, at the City of Irvine's discretion. The withdrawal shall be effective upon the expiration of the notice period in the notice of withdrawal, although in no case may the City of Irvine withdraw before June 30, 2020. This withdrawal provision applies to the following situations only: (1) a final judgment is entered declaring this Second Amendment to be void or otherwise affects a material term of this Second Amendment and the time in which to appeal such final judgment has passed; (2) the members approve any modification to this Second Amendment which the City of Irvine does not vote to approve; (3) there is a change in state legislation which prevents or reduces the payment of JEAPs to the City of Irvine as prescribed by this Second Amendment; or (4) the Authority materially breaches this Second Amendment. This provision shall not be interpreted to limit the remedies otherwise available to the City of Irvine if the Authority otherwise fails to make payment of the JEAPs when it is authorized to do so under this Second Amendment.

(4) This Second Amendment can only be amended if approved by two-thirds of the members of the Authority.

3. Article VII, Sections 1.A. and B. are deleted in their entirety and replaced with the following:

A. Term. Cities shall be members of the Authority for a 20-year term commencing July 1, 2010. For Structural Fire Fund cities, the initial 20-year term shall begin on July 1, 2010 and end on June 30, 2030. For a Cash Contract City, the first 20-year term shall begin on July 1, 2010, only upon the consent of such City. Cash contract Cities that do not give such approval by June 30, 2010 shall give notice of withdrawal to the Clerk of the Authority by June 30, 2010, to be effective July 1, 2010. Failure to provide such notice shall be deemed that City's consent to a 20-year term, beginning July 1, 2010 subject to the ability to withdraw after the first ten years as set forth in Section B. below.

B. Subsequent Terms. Twenty-year membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any City may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

(2) Notwithstanding the preceding subsection (B)(1), in exchange for the JEAPs described in Article IV, Section 4, the City of Irvine shall not have the option to withdraw in 2020, except as provided in Article IV, Section 4(C)(3), or if the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made. In the event that the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made, the City of Irvine will be notified in writing by the Authority of this

condition as soon after July 1, 2018 as practicable, and in no event later than January 1, 2019. In that event, the City of Irvine will be able to withdraw in 2020 by providing written notice of such withdrawal no later than July 1, 2019. For purposes of clarity, the City of Irvine shall have the option to withdraw in 2030 and every ten years thereafter by complying with the notice provisions in subsection (B)(1) above.

4. This Second Amendment amends, as set forth herein, the 1999 Amended Agreement and the First Amendment and except as specifically amended herein, the 1999 Amended Agreement and the First Amendment shall remain in full force and effect. To the extent there is any conflict between this Second Amendment and the 1999 Amended Agreement and First Amendment, the terms and conditions contained in this Second Amendment shall control.

Overtaken by Court
March 15, 2016

**THIRD AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT
ORANGE COUNTY FIRE AUTHORITY**

This Third Amendment ("Third Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority").

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, on July 1, 2010, the members entered into a First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the members entered into the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. Litigation has been filed by the County challenging the validity of the Second Amendment, and the litigation remains unresolved as of the date of this Third Amendment;

WHEREAS, the parties wish to adopt this Third Amendment to eliminate alternative Board directors;

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement as follows:

AGREEMENT

1. *Article II, Section 2 of the 1999 Amended Agreement shall be amended to read as follows:*

2. **Designation of Directors.** Each member by resolution of its governing body shall designate and appoint one representative to act as its Director on the Authority Board of Directors (the "Board"), except the County whose Board of Supervisors shall appoint two representatives to act as its Directors. Each representative shall be a current elected member of the governing body. Each Director shall hold office until the selection of a successor by the appointing body. ~~Each member shall also appoint an alternate to act in each Director's absence. Each alternate shall be a current elected representative of the governing board of the member. Each Director and alternate shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body. Any vacancy shall be filled in the same manner as the original appointment of a Director and/or alternate. With approval of the Board, a Director or alternate~~

may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.

2. *Article II, Section 5 of the 1999 Amended Agreement shall be amended to read as follows:*

5. **Quorum; Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Authority. Each Director, ~~or alternate in the absence of any voting Director,~~ shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Authority.

3. **Effective Date.** *This Third Amendment requires the approval of at least two thirds of the members to go into effect, and it shall be effective on the date of approval by a sixteenth member.*

**FOURTH AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT
ORANGE COUNTY FIRE AUTHORITY**

This Fourth Amendment ("Fourth Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Fourth Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when approved by a sixteenth member.

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the required number of member agencies approved the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. However, a final court judgment subsequently invalidated the Second Amendment, so the Second Amendment became, and remains, inoperative; and

WHEREAS, on July 14, 2015, the required number of member agencies approved the Third Amendment to the Amended Joint Powers Agreement ("Third Amendment") to eliminate alternative Board Directors;

WHEREAS, the Amended Joint Powers Agreement, as amended by the First Amendment and Third Amendment, is referred to herein as the "Amended Joint Powers Agreement and Its Operative Amendments";

WHEREAS, the members wish to adopt this Fourth Amendment to the Amended Joint Powers Agreement and Its Operative Amendments to formalize the OCFA's commitment to its "snowball" accelerated pension liability paydown plan on the terms and conditions set forth herein.

NOW THEREFORE, the members agree to amend the Amended Joint Powers Agreement and Its Operative Amendments as follows:

AGREEMENT

1. *Article IV of the Amended Joint Powers Authority Agreement and Its Operative Amendments is amended to add Section 7, to read as follows:*

7. Payments to Reduce Unfunded Pension Liability.
 - A. Except as provided in subsection C, the OCFA Board shall appropriate funds in its budget annually consistent with, or greater than, the budgetary payments called for in the “snowball” accelerated pension liability paydown plan approved by the OCFA Board of Directors on September 26, 2013, and amended on November 19, 2015, November 17, 2016, and March 23, 2017.

 - B. Payments will be greater than those appropriated in the OCFA’s budget annually when triggered by a Net General Fund Surplus (per the Financial Stability Budget Policy). Payments from the “Net General Fund Surplus” are hereby deemed as derived from revenues received by overfunded structural fire fund cities as determined by the equity calculation required under Article IV, Section 4 – Equity.

 - C. Appropriations and payments required by subsection A and B may be reduced to the extent the Board determines, by vote approved by two-thirds of the Board, is necessary to address a fiscal hardship.
 - 1) For purposes of this section, “fiscal hardship” shall refer to a substantial reduction in OCFA anticipated revenue and/or a significant increase in anticipated expenses that are beyond the reasonable control of the OCFA Board.

2. *This Fourth Amendment amends the 1999 Amended Agreement and Its Operative Amendments, and except as specifically amended herein, the 1999 Amended Agreement And its Operative Amendments shall remain in full force and effect.*

[SIGNATURES ON FOLLOWING PAGES]

CONSIDERATION OF A CONTRACT WITH THE ORANGE COUNTY FIRE AUTHORITY TO PROVIDE CITY FIRE AND EMERGENCY MEDICAL SERVICES FOR THE CITY OF GARDEN GROVE (F: 55-ORANGE COUNTY FIRE AUTHORITY) (F: 61.1) (F: 61.1A)

City Attorney Sandoval recused himself from this matter due to a potential conflict of interest as his firm represents the Orange County Fire Authority.

City Attorney Sandoval left the meeting at 7:37 p.m.

City Manager Stiles provided a brief overview and timeline of meetings between the City and the Orange County Fire Authority (OCFA). PowerPoint presentations were provided by Budget Manager, Ann Eifert, and Acting Fire Chief TJ McGovern. City Council questions were addressed by Ann Eifert, TJ McGovern, Legal Counsel Daphne Anneet with Burke, Williams & Sorensen, Acting Fire Chief Paul Whitaker, Human Resources Director Laura Stover, and City Manager Stiles.

City Council questions were also addressed by representatives from the Orange County Fire Authority.

Following City Council questions, Mayor Jones provided an opportunity for members of the audience to speak on the matter. Speakers were: Nicholas Dibs, Maureen Blackmun, Kenda Taylor, and Eric Thorson.

Emails from Maureen Blackmun, and Jill Dupliech, on behalf of a list of residents from District 1, in support of the contract were provided to the City Council prior to the start of the meeting.

Following City Council discussion, consensus from Council Members O'Neill, Bui, and Klopfenstein was that based on the passage of Measure O to raise sales tax primarily for enhanced public safety, OCFA's having access to more resources to benefit the residents, additional paramedics, higher standards for training, and educational outreach to the community, they would support moving forward with the contract.

Council Member Brietigam expressed that the City should maintain the City's Fire Department, that the Fire Department performs exceptionally well without the Orange County Fire Authority.

Council Member T. Nguyen expressed her discomfort spending the public's money for a costly long-term agreement.

Council Member K. Nguyen expressed her concern that the initial exploration of entering into a contract was to save money, and with the information presented, the contract cost will be higher than if the Fire Department were left with the City.

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

An Agreement with the Orange County Fire Authority to provide City Fire and Emergency Medical services for the City of Garden Grove effective August 16, 2019, be approved;

The Mayor be authorized to execute the City Fire and Emergency Medical services contract on behalf of the City, and to make minor modifications as appropriate;

An Amended Orange County Fire Authority Joint Powers Agreement be approved;

The Mayor be authorized to execute the Amended Orange County Fire Authority Joint Powers Agreement on behalf of the City;

A Lease Agreement for Garden Grove Fire Stations #80-86 with the Orange County Fire Authority, be approved;

The Mayor be authorized to execute the Lease Agreement on behalf of the City, and to make minor modifications as appropriate;

Resolution No. 9545-19 entitled: A Resolution of the City Council of the City of Garden Grove approving the Memorandum of Understanding on terms and conditions for the transition of personnel to the Orange County Fire Authority by and between the International Association of Fire Fighters, Local 2005 and the City of Garden Grove, be adopted;

Resolution No. 9546-19 entitled: A Resolution of the City Council of the City of Garden Grove approving the Memorandum of Understanding on terms and conditions for the transition of personnel to the Orange County Fire Authority by and between the Garden Grove Fire Management Association and the City of Garden Grove, be adopted; and

Resolution No. 9547-19 entitled: A Resolution of the City Council of the City of Garden Grove approving the Memorandum of Understanding on terms and conditions for the transition of personnel to the Orange County Fire Authority by and between the Orange County Employees Association, Garden Grove Chapter and Garden Grove League Chapter, and the City of Garden Grove, be adopted.

Council Member Brietigam made a substitute motion to put the OCFA contract on the ballot for the people to decide, which failed for a lack of a second.

Mayor Jones expressed his respect for the City's Fire Department that for many years has been doing more with less, and he commended Budget Manager Ann Eifert on her leadership working through this process. He commented that the exploration of contracting with OCFA was never about cost savings, but began with labor negotiations and comparative analysis. Measure O was approved by the residents with the expectation that the money would predominantly be used for public safety. With a growing population and increased tourism, he indicated that there is a need to provide fire services to the level that OCFA can provide.

Council Member K. Nguyen stated that initially her objective was to save money. She indicated her support with the majority of the City Council in favor of a higher level of service.

Council Member O'Neill commented that the unfunded pension liability was not part of the discussion and initially the contract with OCFA was going to save money.

Council Member T. Nguyen stated that she is conflicted; that she does appreciate quality service; that it would take time to build up the Fire Department to the level of OCFA; and she expressed that ultimately this is about politics.

Council Member Brietigam stated that the Garden Grove Fire Department has always done a great job and that the money that would be spent on a contract with OCFA could be spent on keeping and improving the Fire Department.

The motion carried by a 5-1-1 vote as follows:

Ayes:	(5)	O'Neill, Bui, Klopfenstein, K. Nguyen, Jones
Noes:	(1)	Brietigam
Abstain:	(1)	T. Nguyen

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Ann Eifert
Dept.: City Manager Dept.: Finance
Subject: Consideration of a contract with the Orange County Fire Authority to provide City Fire and Emergency Medical services for the City of Garden Grove. (*Action Item*) Date: 4/9/2019

OBJECTIVE

For City Council to consider entering into a contract with the Orange County Fire Authority (OCFA) to provide City fire and emergency medical services to the City of Garden Grove.

BACKGROUND

The Garden Grove Fire Department was established in 1926, and is a full-service fire department that provides emergency fire and paramedic response, and fire prevention services to the City's businesses and residents. The City's Fire Department budget for Fiscal Year (FY) 2018-19 is \$24,861,357, which includes 96 sworn positions, 4 non-sworn positions, and 1 Fire Apparatus Mechanic. This budget includes all labor costs (i.e. salaries, pension obligations and benefits), as well as contractual services (i.e. dispatching services and hazardous material cleanup), commodities and supplies, equipment, and vehicle maintenance and replacement. In addition, the Fire Department provides approximately \$150,000 a year in revenue from plan check fees and permits.

As part of labor negotiations with the Garden Grove Fire Association Local 2005 in 2017, the City Council agreed to solicit a proposal from OCFA for City fire and emergency medical services. In March 2018, the City received a proposal from OCFA with a cost for FY 2018-19 totaling, \$22,592,221 (Attachment 1). The total proposal cost includes OCFA's service charge, facilities maintenance, and vehicle depreciation/replacement. The proposed cost excludes one-time start-up costs and the City's annual unfunded accrued liability payment to the California Public Employees' Retirement System (PERS).

Proposal	OCFA Cost
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Service Charge	\$22,191,928
Facilities Maintenance Charge	105,000
Vehicle Depreciation/Replacement	295,293
Total	\$22,592,221

OCFA Proposal

OCFA's proposal cost includes all emergency response units, personnel, equipment, vehicle depreciation and replacement, routine station maintenance, fire prevention, and administration. Annual contract cost increases are capped at 4.5%, however, there is a recapture clause in which increases over the 4.5% maximum is banked and charged back to the City during years when the increase is under 4.5%. The City will have an option to withdraw every ten years; the first opportunity to exercise the option would occur in 2030.

Personnel: All currently employed sworn employees will be offered positions with OCFA. All employees will be required to pass a pre-employment check which includes a medical/physical examination and background check. The proposal originally required that all non-sworn employees (5 employees) apply for open positions through OCFA; however, since that time 3 employees have been offered positions. The City is responsible for resolving the employment status of any employees who do not pass OCFA's pre-employment check.

Facilities: OCFA will lease from the City the 7 fire station facilities for \$1.00 per year per facility. OCFA would assume normal daily maintenance operations, such as cleaning, trash pickup, minor repairs, and utilities. The City will be responsible for any capital improvement (repairs in excess of \$15,000) and will be required to contribute \$15,000 per year per facility for any repairs over \$1,000.

Vehicles: OCFA will assume the maintenance and replacement for 6 Fire Engines, 1 Battalion Chief Vehicle, 1 Battalion Utility Vehicle, 1 Fire Truck, and 1 Air Light Unit. OCFA will provide all maintenance of the vehicles, fuel, and vehicle replacement.

Administration: OCFA will provide all administration and support necessary to operate fire services. These services include human resources, finance, payroll, legal, risk management, and costs associated with community education and public relations.

Fire Prevention: Fire prevention services include plan check review, inspection of construction projects, annual fire safety inspections, and the issuance of operational permits. Planning and development fees are 100% funded by fees paid by developers, architects, contractors, or subcontractors. Permits, special events, and annual inspections are approximately 50% funded through fees primarily paid by businesses, building owners, and special event contractors, with the remaining 50% considered a general fund expense by OCFA. All fees are established, collected, and retained by OCFA (see Attachment 2 for OCFA's fee schedule).

Deployment: OCFA's deployment model operates every engine and truck company

as a full Advanced Life Support (ALS) unit. This allows for 2 paramedics on each unit at any given time.

Start-Up Costs: As part of the proposal, OCFA requires the City to reimburse OCFA for start-up costs associated with the transition to OCFA. These one-time costs include the cost of pre-employment checks, standardization of the fire stations and equipment, and communication and information technology. Start-up costs total \$1,136,225 and OCFA will amortize the cost over 10 years (\$113,623 annually).

DISCUSSION

The City created an internal committee to analyze OCFA's proposal. The purpose of the committee was to identify additional costs and/or savings related to contracting services with OCFA, as well as to determine the potential impact to City services or other departments.

The cost of OCFA's proposal does not include the City's ongoing unfunded pension liability and other post-employment benefits (OPEB) paid to PERS, which totals \$3,545,268 and \$83,928 respectively for FY 2018-19. In addition, the City identified services that the Garden Grove Fire Department currently provides but will not be provided by OCFA. These services include records management, hazardous material clean-up, emergency operations planning, management and training, weed abatement, and hydrant maintenance. However, Staff also identified savings which include the cost of utilities at the Fire Stations, routine maintenance, and insurance premiums for workers' compensation and general liability.

In addition, developers, contractors, businesses, building owners, and special event contractors may see an increase in fees for plan check services and operational permits because the City does not currently achieve full cost recovery for these services. For planning and development services, OCFA achieves 100% cost recovery and approximately 50% cost recovery for operational permits.

Staff presented its findings to City Council on July 10, 2018 (Attachment 3) and a follow-up presentation during a City Council Study Session on August 8, 2018 (Attachment 4). Staff projected an estimated additional cost to the City for fire services between \$14.5 million and \$15.4 million over 10 years if the City contracted with OCFA.

City Council was provided a summary of the study session on September 25, 2018 and subsequently, City Council directed Staff to work with the Garden Grove Fire Association Local 2005 to include various new assumptions in the cost analysis. These assumptions include the cost of paramedic school, the inclusion of reserve equipment, the addition of a full-time arson investigator, and a part-time rather than a full-time emergency operations coordinator. In addition, City Council requested that a sensitivity analysis be conducted to determine the cost savings assuming 1 to 5% salary increases to the labor agreement in FY 2018-19. Staff presented its cost analysis at the November 13, 2018 meeting (Attachment 5). Based on these assumptions, Staff estimates that the additional cost to contract with OCFA would range from \$0.3 million to \$11 million over the next 10 years. Following that review, City Council authorized Staff to begin negotiations with OCFA.

Starting in or about December 2018, staff initiated the meet and confer process with the labor groups whose members would be impacted by any decision to contract out fire services. Staff met and conferred with Fire Fighters Local 2005, the Fire Management Association and the Orange County Employee's Association, Garden Grove Chapter. The discussions addressed employees' concerns regarding issues such as leave balances, the pre-employment examination process, and options for those non-sworn employees who do elect not to make the transition to OCFA. Through the meet and confer process, the City was able to reach tentative agreements with every labor group, as memorialized in Memorandums of Understanding that will govern the transition process if the City makes the final decision to contract with OCFA.

Staff has also held regular meetings with OCFA to negotiate a Fire and Emergency Medical Services Agreement for Council's review and consideration. On March 4, 2019, a study session was held to provide the City Council with current information on the performance standards and comparisons between the Garden Grove Fire Department and OCFA (Attachment 6). Throughout the process, OCFA has responded to multiple requests for information and clarification. OCFA has also worked with the City's team to try and address concerns raised by the employee groups.

Attached is a set of documents comprising the proposed Fire and Emergency Medical Services Agreement. The Agreement consists of the following documents:

1. Fire and Medical Services Agreement, which sets forth terms and conditions of the proposed Agreement. The Agreement provides that delivery of services shall commence on **August 16, 2019** and that all Garden Grove personnel who are transitioning from City employment to OCFA employment will also transition on that date.
2. Attachment A – Service Criteria. This document specifies the service level, as well the related fire prevention services that OCFA will provide. Following the initial two-year period, OCFA and the City will evaluate the response performance to determine whether any modifications are warranted.
3. Attachment B – Transition of Personnel. This document sets forth the terms and conditions of the transition and employment of City Fire Department safety and non-safety personnel who elect to transition to OCFA.
4. Attachment B – Exhibits 1&2. These documents identify the City Fire Department employees who will be offered employment by OCFA, along with the rank and salary. OCFA will offer employment to all safety and 3 of the 5 non-safety members of the City Fire Department in good standing, contingent upon the employees meeting minimum physical and medical standards for their designated positions.
5. Attachment C – Lease Agreement. This document sets forth terms by which the City will lease its seven fire stations and related real property to OCFA during the term of the Agreement.

FINANCIAL IMPACT

In a letter dated January 23, 2019, OCFA determined that contract costs for FY 2019-20 will increase 3.06% from the original FY 2018-19 proposal. OCFA's total annual cost for FY 2019-20 is \$23,282,999. If the transition takes place on August 16, 2019, the prorated cost is \$20,322,587 for the remainder of FY 2019-20. OCFA will reduce the first payment by \$75,000, which is the amount paid by the City for the cost of the proposal. Furthermore, the City would be required to pay OCFA \$1,136,225 or \$113,623 annually for the next 10 years for one-time start-up costs.

The City is still required to pay to PERS Fire's unfunded accrued liability in the amount of \$4,132,425 and approximately \$95,418 for OPEB For FY 2019-20. The continuation of services that OCFA will not provide such as records management, hazardous material clean-up, emergency operations planning, management and training, weed abatement, and hydrant maintenance, is estimated to cost \$295,718 annually.

Based on the assumptions used in the November 13, 2018 cost analyses (and including fire hydrant maintenance), the estimated additional cost with contracting with OCFA is between \$2.1 million to \$13.3 million over the next 10 years. If the contract is approved by the City Council, funds will be budgeted accordingly in the upcoming biennial budget for FY 2019-20 and FY 2020-21.

RECOMMENDATION

It is recommended that the City Council:

- Consider entering into an agreement with the Orange County Fire Authority (OCFA) to provide City Fire and Emergency Medical services for the City of Garden Grove;
- If approved, authorize the Mayor to execute the Fire and Emergency Medical Services contract with OCFA, and to make minor modifications as appropriate; and
- If approved, authorize the Mayor to execute the Amended OCFA Joint Powers Agreement; and
- If approved authorize the Mayor to execute the Lease Agreement for Fire Stations #80-86 with OCFA, and to make minor modifications as appropriate; and
- If approved, adopt the attached Resolutions and authorize the City Manager to execute Memorandums of Understanding with Fire Fighters Local 2005, Fire Management Association and Orange County Employee's Association, Garden Grove Chapter.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Fire Services & Lease Agreement with OCFA	4/2/2019	Backup Material	GG_Fire_Services_Agreement_3-28-19.pdf
Amended OCFA Joint Powers Agreement	4/2/2019	Backup Material	Amended_JPA_for_GG.pdf
JPA Amendments 1-4	4/2/2019	Backup Material	JPA_Amendments_1-4_for_GG.pdf
Resolution with GG Fire Local 2005	4/4/2019	Resolution	Resolution_Transition_of_Fire_Assoc_to_OCFA.doc
MOU-GG Fire Local 2005	4/4/2019	Backup Material	MOU_-_GG_Fire_Local_2005.pdf
Resolution with Fire Management	4/4/2019	Resolution	Resolution_Transition_of_Fire_Mgmt_to_OCFA.doc
MOU-Fire Management	4/4/2019	Backup Material	MOU_-_Fire_Management.pdf
Resolution with OCEA	4/4/2019	Resolution	Resolution_Transition_of_OC_Employee_Assoc_to_OCFA.doc
MOU-OCEA	4/4/2019	Backup Material	MOU_-_OCEA.pdf
Attachment 1: OCFA Proposal	4/3/2019	Backup Material	GG_FS_Final_Proposal_2018.pdf
Attachment 2: OCFA Fee Schedules	4/3/2019	Backup Material	OCFA_Fee_Schedules.pdf
Attachment 3: July 10, 2018 Presentation	4/3/2019	Backup Material	City_Council_July_10__2018_OCFA_Proposal_Review.pdf
Attachment 4: August 28, 2018 Study Session	4/3/2019	Backup Material	City_Council_August_28__2018.pdf
Attachment 5: November 13, 2018 Presentation	4/3/2019	Backup Material	City_Council_Nov_13__2018.pdf
Attachment 6: Study Session- Performance Standards March 4, 2109	4/3/2019	Backup Material	City_Council_Study_Session-Performance_Stds_Mar_4__2019.pdf

Garden Grove
FIRE SERVICES AND EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____ 2019, by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Authority ("OCFA"), and the CITY OF GARDEN GROVE, a municipal corporation and general law city in the County of Orange ("CITY".)

RECITALS

- A. CITY is located wholly within the County of Orange.
- B. CITY is legally obligated to provide fire protection services within its boundaries.
- C. OCFA is the successor entity to the County of Orange Fire Department and CITY has chosen to be a member of and contract with the OCFA for the provision of fire protection services within CITY's boundaries.

NOW, THEREFORE. In consideration of the mutual promises contained herein, the Parties agree as follows:

- I. **DEFINITIONS:** As used in this Agreement:
 - 1. "CITY" means the City of GARDEN GROVE.
 - 2. "AUTHORITY" or "OCFA" means the Orange County Fire Authority.
 - 3. "Division Chief" means the Division Chief supervising Division 1, or any successor Division.
 - 4. "CITY Council" means the City Council of the CITY of GARDEN GROVE.
 - 5. "CITY Manager" means the City Manager of the CITY of GARDEN GROVE.
 - 6. "JPA Board" means the Board of Directors of the Orange County Fire Authority.
 - 7. "JPA Agreement" means the Amended Orange County Fire Authority Joint Powers Agreement dated September 23, 1999 and any subsequent amendments approved as authorized therein.
 - 8. "Fire Chief" means the chief executive officer of the Orange County Fire Authority.
 - 9. "Fiscal Year" means the annual period commencing on July 1st and ending June 30th.

10. "MOU" means the Memoranda of Understanding between the OCFA and (a) International Association of Firefighters Local 3631 (the Orange County Professional Firefighters Association); (b) the OCFA Chief Officers Association; (c) the Orange County Employees Association; and (d) the Orange County Fire Authority Managers' Association, as they exist on the effective date of this Agreement and as they may, from time to time, be amended or suspended.

11. "Division" means an area that identifies a specific geographical boundary that can include multiple fire suppression battalions and/or cities.

12. "Fire Battalion Chief" means an individual who supervises a battalion or an Orange County Fire Authority section, (e.g., Training Section).

13. "Battalion" means an area that identifies a specific geographical boundary that includes multiple stations and/or cities.

II. MEMBERSHIP: CITY shall be a member of OCFA and shall be subject to all the provisions, conditions, benefits, obligations and liabilities set forth in the JPA Agreement, as that Agreement may be further amended from time to time, unless otherwise provided herein. CITY shall have one representative on the JPA Board.

III. GENERAL SCOPE:

1. OCFA shall provide to CITY fire suppression, fire prevention, fire investigation, emergency medical, rescue and related services, hazardous materials response, and community safety and education services (collectively "fire services"). Services provided exclude weed abatement services.

2. The effective date in which OCFA will begin providing services to CITY is planned for 08:00 a.m., August 16, 2019; however, in the event additional time is needed to obtain final approval of the transition, the effective date may be modified by mutual agreement of CITY and OCFA. The intent is that the effective date be scheduled approximately 120 days after final approval of the transition.

3. The level of service provided shall be the same as the general level of similar services provided by OCFA elsewhere within its boundaries. Specific service criteria are set forth in Attachment "A" to this Agreement, and incorporated herein as if fully set forth within the body of this Agreement. Any changes to such levels and method of service shall be determined by the Board of Directors and administered by the Fire Chief, who shall have direct control and supervision over the services provided pursuant to this Agreement, and who is hereby designated as the CITY Fire Chief and Fire Marshal.

4. Fire suppression and emergency medical response stations located within or assigned to the CITY are set forth below and shall be the same as existed on the effective date of this Agreement. Prior to making any changes to assigned fire suppression and emergency medical response stations, the Fire Chief shall meet and confer with the CITY Manager. Any changes in fire suppression and emergency medical response service station assignments shall be set forth in a written Memorandum of Understanding

("MOU") between the Fire Chief and the CITY Manager. In the event of failure to reach agreement with the Fire Chief, the CITY shall have the right to appeal to OCFA's Board of Directors.

5. Subsection (3) above shall not restrict the OCFA Board of Directors from approving OCFA related service enhancements from the Structural Fire Fund Entitlement Fund.

6. The Division Chief assigned to the CITY, or his or her designee, shall attend CITY Council meetings, commission meetings and CITY staff meetings when requested by the CITY Manager and shall provide the CITY with any and all reports or documents pertaining to the CITY upon reasonable request by the CITY Manager.

7. Fire suppression and emergency medical response services shall be provided from CITY locations stated below, which shall be re-designated as indicated:

<u>Location</u>	<u>Old Designation</u>	<u>New Designation</u>
11301 Acacia Pkwy	Station #1	Station #81
11805 Gilbert St	Station #2	Station #82
12132 Trask Ave	Station #3	Station #83
12191 Valley View St	Station #4	Station #84
12751 Western Ave	Station #5	Station #85
12232 West St	Station #6	Station #86
14162 Forsyth Ln	Station #7	Station #80

IV. ADMINISTRATION:

1. In providing fire services, OCFA hereby is authorized to and may enforce applicable CITY codes and ordinances, collect and retain any and all Fire Prevention or Miscellaneous User fees (excluding paramedic user fees) as determined by OCFA, and file any claims or actions on behalf of CITY to recover and retain amounts for emergency and hazardous materials responses.

2. The OCFA Fire Chief hereby is designated as Fire Chief of CITY.

3. Personnel and equipment routinely assigned to provide services under this Agreement shall be assigned to Battalion 11. The Battalion Chief of Battalion 11 will exercise day-to-day operational responsibility within the CITY.

4. On activation of the CITY's Emergency Operations Center (EOC), the individuals designated by the CITY Manager and the Division Chief shall be detailed to assist in EOC operations and release of local resources may occur only after their evaluation of local conditions.

V. LEASE OF APPARATUS: AUTHORITY hereby agrees to lease from CITY, and CITY hereby agrees to lease to OCFA, the following apparatus (the "specified apparatus"):

2017 Ford 250 4x4 Crew Cab	#139	1FT7W2B64HEF25569
2015 Ford F250 4x4 Crew Cab	#938	1FT7W2B61FEB24882
2002 Pierce Dash Type I	#555	4PICT02563A002750
2009 Pierce Arrow Type I	#820	4P1CA01H59A009841
2009 Pierce Arrow Type I	#821	4P1CA01H09A009861
2009 Pierce Arrow Type I	#822	4P1CA01H29A009862
2015 Pierce Arrow Type I	#958	4P1BAAGF8FA015457
2015 Pierce Arrow Type I	#959	4P1BAAGF8FA015458
2005 Pierce Dash 100" TDA (Training)	#625	4P1CD01H55A005225
2018 Air Utility	#186	3HAMKTARXKL293918

1. The specified apparatus shall be delivered to the OCFA equipped as currently equipped by the CITY. OCFA will ensure that frontline emergency apparatus assigned within the CITY (trucks, engines) will reflect the City of Garden Grove's seal, in addition to the OCFA's logo, along with wording to indicate that the apparatus is serving the City of Garden Grove.

2. For the specified apparatus, OCFA will lease from the CITY at no cost, the term of such lease shall commence concurrently with this Agreement, and the term of such lease shall terminate upon retirement of the apparatus from OCFA.

3. The specified apparatus shall be incorporated into the OCFA's established vehicle rotation and replacement programs, preventive maintenance programs, and will be enrolled in OCFA's vehicle insurance program.

4. Each fiscal year, commencing with fiscal year 2019/20, CITY shall pay to OCFA the CITY's share of the OCFA's vehicle replacement program. For fiscal year 2019/20, the annualized amount is \$306,998. The prorated amount of \$13,204 for the first partial month of August 2019, and the subsequent monthly amount of \$25,583 for September 2019 through June 2020 is included in the costs of service set out in section VII below and is subject to annual increases.

5. For purposes of the vehicle replacement program, the following useful life assumptions apply:

Useful Life:

- Engine - 13 years or 120,000 miles
- Truck - 17 years or 120,000 miles
- Paramedic Van - 4 years or 120,000 miles

6. Upon the effective date of any termination, the value of the funds paid by the CITY as its share of the vehicle replacement program shall be returned to the CITY in an amount no greater than the funds paid by the CITY, less actual costs incurred by the OCFA for the repair, maintenance, or replacement of the specified apparatus. The value,

if positive, will be returned to the City in the form of returned apparatus, a refund of payments, or a combination of both.

VI. LEASE OF FIRE STATIONS:

1. CITY shall lease to OCFA and OCFA shall lease from CITY the fire stations listed in Section III pursuant to the leases set out on Attachment C. This lease will have the same term as this Agreement and the rent will be one dollar (\$1) per year per station. Upon the effective date of any termination, OCFA's lease-interest in the CITY's fire stations will terminate and the fire station facilities will be returned to CITY.

2. CITY will also provide OCFA with a \$15,000 revolving maintenance expense account per fire station for appliance repair/replacement and other minor station repairs and improvements pursuant to the JPA Agreement. This amount is included in the costs of service set out in section VII below.

VII. COST FOR SERVICE: Except as otherwise provided in this Agreement, all provisions in the JPA Agreement regarding the calculation and payment of Service Charges shall apply. To the extent of any conflict between the JPA Agreement and this Agreement, the terms set forth in this Agreement shall control with regard to the CITY.

1. CITY shall pay to OCFA the sum of \$20,322,587 for Fire and Emergency Medical Services under this Agreement from August 16, 2019 until June 30, 2020. Payment shall be made as follows:

a.	by August 16, 2019 -	\$1,007,587
b.	by September 1, 2019 -	\$1,931,500
c.	by October 1, 2019 -	\$1,931,500
d.	by November 1, 2019 -	\$1,931,500
e.	by December 1, 2019 -	\$1,931,500
f.	by January 1, 2020 -	\$1,931,500
g.	by February 1, 2020 -	\$1,931,500
h.	by March 1, 2020 -	\$1,931,500
i.	by April 1, 2020 -	\$1,931,500
j.	by May 1, 2020 -	\$1,931,500
k.	by June 1, 2020 -	\$1,931,500

2. In a letter dated September 22, 2017 from the CITY Manager to the OCFA Fire Chief, the CITY requested a proposal from OCFA for the possible provision of Fire Protection and Emergency Medical Services. The amount paid by the CITY for the proposal (\$75,000) has been applied to reduce the August 16, 2019 payment above from \$1,101,903 to \$1,026,903. This August 16, 2019 payment was then further reduced by \$19,316 to reflect CITY's fire station energy savings, bringing this payment down from \$1,026,903 to \$1,007,587.

3. Except as otherwise expressly provided in this Agreement, all sums due to AUTHORITY from CITY shall be paid at the beginning of each calendar month, in advance.

4. For each subsequent fiscal year covered by this Agreement, commencing with FY 2020/21, the Fire Chief shall notify the CITY Manager, in writing, of the estimated charges for providing the agreed services to CITY during the following fiscal year on or before March 1 of each year. Final charges for providing services to CITY during the following fiscal year will be provided, in writing, on or before May 1 of each year. CITY will pay such final charges, in monthly installments, at the beginning of each month, in advance.

5. The estimated costs and charges shall be determined pursuant to the JPA Agreement, including but not limited to Article IV, § 3B and Article VI of the JPA Agreement.

VIII. START-UP COSTS:

1. The parties agree that a sum, estimated not-to-exceed \$1,136,225 is owing to OCFA by CITY for start-up costs, as specified in this Agreement. Those start-up costs are as follows:

Communications/IT	\$293,146
Facilities	156,500
Personnel	152,650
Service Center	309,661
Fleet Services	20,800
<u>EMS</u>	<u>203,468</u>
Total	\$1,136,225

2. OCFA agrees to amortize these one-time start-up costs over the first ten years of this Agreement. OCFA will invoice CITY for the annual prorated amount of \$113,623 with the first monthly invoice for each fiscal year for ten years, commencing with FY 2019/20.

IX. PERSONNEL:

1. OCFA will offer employment effective 8:00 a.m., August 16, 2019 to the personnel employed by the CITY's fire department on the effective date of this Agreement, under the terms and conditions specified in Attachment "B" to this Agreement. Such offers are contingent upon those personnel who meet the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement. After 8:00 a.m., August 16, 2019, CITY shall not be liable for the payment of any wages or other compensation to any officer, employee, or agent of OCFA performing any services under this Agreement. CITY shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. Those personnel who fail to meet the standards in the period prescribed will be offered employment on the first

occasion on which they meet the standards, but in no event shall they be offered employment after August 16, 2020.

2. Transitioning employees participate in a defined contribution plan or "Retiree Health Savings Plan" and are eligible for reimbursement benefits upon retirement as defined by the plan.

X. WORKER'S COMPENSATION:

To avoid the hazards, delays and risks of litigation, and to provide prompt and appropriate benefits to injured workers', the parties desire to establish a mechanism to determine their proportionate share of liability for all types of workers' compensation benefits which may become due to former employees of the Garden Grove Fire Department.

1. For any continuous trauma claim brought under the California Workers' Compensation law against OCFA by former employees of the CITY Fire Department, the Parties shall share liability in proportion to the period of time the former employee was employed by each agency. CITY agrees to indemnify and hold harmless OCFA for all workers' compensation and/or administrative costs incurred as a result of any such claim, of any nature or type whatsoever, to the extent of the proportion the period of time the former employee was employed by CITY bears to the total period of time the former employee was employed by both CITY and OCFA.

2. For any claim originally brought under the workers' compensation laws of California against CITY for which residual or ongoing benefits may be due, CITY shall indemnify and hold harmless OCFA for the cost of all such benefits, including any/all administrative costs, without reference to apportionment, and shall reimburse OCFA for the same to the extent paid by OCFA. Such indemnity, hold harmless, and reimbursement obligation shall specifically include, but is not limited to, costs of medical treatment, new and further disability, Labor Code section 4850 benefits, and any other benefits under the laws governing the California Workers' Compensation System.

3. For any specific injury claimed by former CITY Fire Department employees under the California Workers' Compensation laws, alleged to have occurred after the date of transfer of employment to OCFA, the OCFA shall bear the full cost of any workers' compensation benefit due, which is attributed solely and exclusively to such specific injury.

4. For any claim brought by former CITY fire Department employees arising under any presumption of injury arising out of the California Labor Code, regardless of the date such claim is filed, CITY shall indemnify and hold harmless OCFA for all workers' compensation benefits and/or administrative costs incurred, which may become due, based upon the proportionate respective percentage of employment as described in Section X.1. above.

5. The Parties expressly agree that the above indemnification and hold harmless obligations are contractual in nature and not based on any determination by the WCAB.

6. ARBITRATION: IN THE EVENT OF DISPUTES ARISING UNDER THIS SECTION X OF THE AGREEMENT, THE OCFA AND CITY AGREE SUCH DISPUTES SHALL BE DETERMINED EITHER BY AGREEMENT OF THE PARTY, OR IF EITHER PARTY DETERMINES THE DISPUTE CANNOT BE RESOLVED BY AGREEMENT, THEN BY BINDING ARBITRATION BEFORE AN INDIVIDUAL ARBITRATOR WITH EXPERTISE IN WORKER'S COMPENSATION ISSUES. SUCH ARBITRATOR SHALL BE SELECTED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR FAILING THAT, BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICE (JAMS). THE COST OF THE ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES.

XI. INDEMNIFICATION:

1. OCFA shall defend, indemnify and hold harmless the CITY and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents in the performance of services pursuant to this Agreement.

2. CITY shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of CITY, its officers, employees or agents. This Section 11.2 shall apply whether or not the incident or occurrence occurred prior to or after the effective date.

3. The provisions of this Section XI shall survive termination or expiration of this Agreement.

4. For purposes of this Section XI, the Fire Chief shall be deemed to be an officer, employee, agent and representative of OCFA, and not of CITY.

XII. TERM AND TERMINATION:

1. This Agreement shall commence on the date first written above, provided the Agreement has been approved as required under the JPA Agreement and by the CITY Council. Delivery of services shall commence on August 16, 2019, or when this Agreement is approved, whichever is later. CITY may terminate this Agreement by giving written notice of withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of the twenty-year term of the JPA Agreement (e.g. for the first ten-year interval, notice must be given by July 1, 2028 to withdrawal by June 30, 2030). OCFA may terminate this Agreement upon written notice to CITY in the event of non-payment or other default of the terms required herein or in the JPA Agreement.

2. Upon termination or expiration of this Agreement or other cessation of CITY's membership in OCFA, CITY agrees to pay OCFA the amount of the unfunded pension liability that had accrued during the term of this Agreement for the number of OCFA employees serving the CITY. In the event of any dispute regarding the amount of the unfunded pension liability at that time, the parties agree that the amount shall be

determined by an independent actuary selected either by mutual agreement of the parties, or failing that, by the actuary used by the Orange County Employees Retirement System (OCERS). The parties shall share any costs charged by the actuary for calculating such amount. The Parties shall agree to a payment schedule for such amount. If the parties are unable to agree upon a payment schedule, the amount shall be amortized so the CITY will pay down the full amount of the unfunded liability over a fifteen (15) year period assuming a rate of return assumed by OCERS as its return on its investments as of the date of termination. Payments pursuant to this Section shall be made by the CITY to OCFA. The provisions of this Section XII shall survive termination or expiration of this Agreement.

XIII. ANNEXATIONS: In the event of any CITY annexation of territory within the Structural Fire Fund, the level of Structural Fire Fund and redevelopment revenues existing at the time of the annexation shall continue to pass through to OCFA as compensation for the services provided pursuant to the JPA Agreement, unless otherwise agreed to by the parties hereto. As used herein, "level of Structural Fire Fund and redevelopment" shall mean the amount of such revenues existing at the time of annexation, adjusted by any diminution or growth in value occurring thereafter. It is the intent of the parties that CITY annexations not have an adverse financial effect on OCFA. Annexations that do not result in additional OCFA service demand and, therefore require no additional OCFA resources, will not result in additional charges to CITY as a result of said annexation.

XIV. EFFECTIVE DATE AND TERM: The effective date of the Agreement shall be 8:00 a.m., August 16, 2019 and unless terminated in accordance with the provisions herein and in the JPA Agreement, this Agreement shall remain in force for the same duration as the JPA Agreement, and as the JPA Agreement may be amended from time to time.

XV. INDEPENDENT CONTRACTOR: CITY shall not be liable for the direct payment of any wages or other compensation of any officer, employee, or agent of OCFA performing any services under this Agreement. CITY shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement, except to the extent set forth in Section XI. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. The employees of OCFA shall not be deemed employees of CITY as a result of this Agreement, except as necessary pursuant to Penal Code Section 1463 et seq. for cities to obtain their statutory share of fire revenues.

XVI. MISCELLANEOUS PROVISIONS:

1. This agreement supersedes any prior agreements between OCFA and CITY. The CITY Manager and Fire Chief may enter into an MOU for operational issues.

2. This Agreement may be amended only in writing, in whole or in part, and signed by both parties. No waiver of any term or condition herein shall be a continuing waiver thereof.

3. This Agreement shall be interpreted in a manner complementary to the JPA Agreement, including the provisions which govern city member participation. In the event of an irreconcilable conflict between this Agreement and the JPA Agreement, this Agreement shall prevail.

CITY OF GARDEN GROVE

ORANGE COUNTY FIRE AUTHORITY

By: _____
Steven R. Jones, City Mayor

By: _____
Joe Muller, Chair

Attest:

Attest:

By: _____
Teresa Pomeroy, City Clerk

By: _____
Sherry A.F. Wentz,
Clerk of the Authority

Approved as to Form:

Approved as to Form:

By: _____
Daphne Anneet, Special Counsel

By: _____
John Bakker, Special Counsel

ATTACHMENT A
SERVICE CRITERIA

SERVICE LEVEL

Management Committee

The OCFA Fire Chief, executive management team, and management staff are committed to providing CITY with an effective and efficient level of service. The Division 1 Chief will be assigned to attend CITY Council and CITY management meetings requested by CITY Manager.

A battalion chief will have the day-to-day operational responsibility within the CITY of Garden Grove. CITY will become part of the Battalion 11.

Additionally, the OCFA management is committed to being responsive to CITY requests for participation in community activities and other such meetings and/or functions upon the request of the CITY manager or designated CITY staff.

The OCFA will provide personnel to the CITY's EOC in the event of activation and work with the CITY to provide training as mutually agreeable between the OCFA Fire Chief or his representative and the CITY Manager.

Emergency Response

1. Response Performance

OCFA will utilize the Board of Directors' adopted standards of cover for response performance. OCFA monitors all of the standards and reports on performance to the City Manager on a quarterly basis.

2. Station Resources

Station #81 (Current Station #1) Paramedic Truck Battalion Chief	Station #82 (Current Station #2) Paramedic Engine	Station #83 (Current Station #3) Paramedic Engine	Station #84 (Current Station #4) Paramedic Engine
Station #85 (Current Station #5) Paramedic Truck	Station #86 (Current Station #6) Paramedic Engine	Station #80 (Current Station #7) Paramedic Engine	

The OCFA will provide four person staffing for front line emergency units stationed in Garden Grove and will provide minimum staffing as outlined in the firefighter MOU.

ATTACHMENT A

SERVICE CRITERIA

<u>Type of Call</u>	<u>Standard Response</u>
Small vehicle, fence, power pole, or trash fire	One engine company
Large vehicle, (trucks) or grass fire	Two engine companies and one battalion chief
All structural fires	Four engine companies, two truck companies, one paramedic unit (if necessary), and two battalion chiefs
Structure Fires/Residential "Working Fire"	Four engine companies, two truck companies, one paramedic unit (if necessary), and two battalion chiefs, division chief, safety officer, service support, investigator, public information officer
Structure Fires/Commercial-Apt "Working Fire"	Four engine companies, three truck companies, one paramedic unit (if necessary), and two battalion chiefs, division chief, safety officer, service support, investigator, public information officer
Medical aid or rescue call	The closest paramedic engine or paramedic truck company or a paramedic unit will respond with the closest non-paramedic unit
Traffic accident w/persons trapped	One engine company, one truck company, one paramedic unit (if necessary), and one battalion chief
Hazardous materials incident (outside)	One engine, the hazardous materials unit, one truck company, one battalion chief, and additional units as required (i.e., additional engines, paramedics etc.)
Hazardous Materials incident (inside structure)	Four engine companies, one truck company, one battalion chief, one division chief, hazardous materials unit, public information officer, terrorist liaison officer, additional units as required (i.e., additional engines, paramedics, etc.)
Public service calls	Closest engine or truck company
Second and each additional alarm	Three engines, one truck company, one air utility unit, one additional battalion chief, division chief, and Safety Officer
High rise response	Six engines, three trucks, two battalion chiefs, one division chief, heavy rescue, one medic unit, one air utility unit, one safety officer, one duty officer, other overhead units
Cover assignments	Any emergency of extended duration will result in an automatic move-up of equipment in accordance with the OCFA's move-up and cover plans

ATTACHMENT A

SERVICE CRITERIA

3. Move-up and Cover

The move-up and cover program is designed to meet the response needs of the community by the movement of apparatus into critical areas based on the probability of emergency responses. Move-up and cover assignments shall occur in accordance with the OCFA's standard operating procedure.

4. Emergency Dispatch

Authority will provide dispatchers who are trained in Emergency Medical Dispatch (EMD).

Authority will maintain Mobile Data Terminals within fire department emergency apparatus capable of utilizing the Authority's Computer Aided Dispatch (CAD).

Authority will maintain emergency service radio system that will have coverage of 99% of the CITY and have multiple channel capability for major incidents.

FIRE PREVENTION

OCFA will provide education and prevention services as follows:

1. Analyze fire data to identify fire risks and target populations. Develop and implement programs to address them utilizing "best practices": education, engineering and/or enforcement.
2. Provide annual fire prevention inspections for identified occupancies.

Provide fire protection and engineering consultation services to the CITY planning staff and commissions for tentative tract, parcel maps, and other land use proposals which may require fire department input, including fire department plan check and engineering review of specific risks (industrial, commercial, institutional, and applicable single and multi-family dwellings) for conformance with fire code requirements and state fire and life safety regulations, upon specific request.

INCIDENT INVESTIGATION

OCFA shall provide origin and cause investigative services on identified incident types reported to the fire department within the CITY. OCFA Fire Investigation Section shall be assigned to determine the cause of every major fire, fire fatality, or significant dollar loss.

PUBLIC INFORMATION/EDUCATION

OCFA will provide fire prevention and safety education programs to targeted schools, businesses, community associations, child-care providers, and other members of the community and will respond to information requests from the community. Community safety and education programs shall be provided, after consultation with the CITY manager, to educate targeted residents and businesses in order to help preserve life and property.

ATTACHMENT A

SERVICE CRITERIA

HAZARDOUS MATERIALS RESPONSE

The OCFA will provide hazardous materials response service to the CITY. The OCFA does not provide hazardous materials cleanup, removal, or disposal. The OCFA maintains a hazardous materials response capability, meeting the state standards for a Type I hazardous materials response team.

EMERGENCY MEDICAL RESPONSE

OCFA will provide emergency medical response services within the CITY. Ambulance service will be supervised by the CITY. CITY will retain all revenues collected from existing paramedic subscription and ambulance transport program for medical responses within the CITY. The CITY will be responsible for the cost of the Ambulance Program.

AUTOMATIC AID / MUTUAL AID

OCFA will, immediately upon execution of this Agreement, commence negotiations for automatic aid agreements with those fire agencies that currently have automatic aid agreements with the CITY.

GRANT ADMINISTRATION

The OCFA will provide Grant Administration services for the City for grants relating to the provision of Fire and Emergency Medical Services. OCFA's Grant Administration services include the grant application process, approval process, and expenditure-management process, as well as ensuring compliance with reporting requirements.

RESOURCE PLACEMENT ANALYSIS

Based on service level need, the CITY and OCFA will evaluate and determine the service need for the following:

Response Performance for Configuration of Response Units: Following a two-year period, OCFA and the CITY will evaluate the response performance for the current configuration of response units in the CITY (excluding ambulance service, which may be reviewed sooner) and discuss the results of the analysis, including any recommendations from either party for modifications that are warranted. Resource modifications may be available with additional new partnering cities.

ATTACHMENT B

TRANSITION OF PERSONNEL

SWORN PERSONNEL

The following CITY Fire Department safety employees shall be offered employment by the OCFA at the rank and salary stated below:

<u>Name</u>	<u>Rank or Position</u>	<u>Salary Step</u>
See Exhibit 1 for the detailed list of names, rank or position, and salary step for Sworn Personnel.		

(Persons who accept employment with the OCFA pursuant to this offer are hereafter referred to as "transitioning employees".)

CITY will furnish to OCFA, prior to the effective date of this Agreement, the date of hire and the length of continuous service for each employee listed above. The CITY warrants the accuracy of such data and will defend and hold harmless OCFA in any proceeding based on the alleged inaccuracy of such data.

In accordance with the applicable MOU, transitioning personnel assigned by the OCFA to hazardous materials, ARFF, USAR Logistics, Staff Assignment, EMT, or paramedic assignments will be paid specialty pay. Bilingual transitioning employees will receive the compensation provided under the Bilingual Pay section of the MOU. All sworn transitioning personnel who currently receive bilingual pay (as certified by the CITY) will be granted grandfathered status, with no new testing requirement, for purposes of receiving either OCFA's Spanish Language Pay or OCFA's Bilingual Pay as defined by OCFA's MOU.

Education incentive pay is available by application. Transitioning personnel assigned to positions requiring special training will receive such training.

Transitioning employees will be considered to have passed their probation period with the OCFA, except for the following:

1. Any employee who has not completed probation with the CITY.
2. Any employee who has been suspended within the last one (1) year.

If an employee meets any of the above exceptions, the employee may, at the discretion of the OCFA Fire Chief, be required to serve a new probation period of fifty-two continuous weeks from the date they are first employed by OCFA, ending with the first day of the pay period following completion of said period as defined by the applicable MOU. At the sole discretion of the OCFA Human Resources Director, the new probation period required hereunder may be reduced, but under no circumstances shall the probation period be reduced to less than six (6) months.

ATTACHMENT B

TRANSITION OF PERSONNEL

Notwithstanding anything to the contrary, it is agreed the OCFA will not accept for employment those CITY employees who have been dismissed from service, or have been issued a Notice of Intent to Dismiss prior to August 16, 2019 which has not been resolved as of the Effective Date of this Agreement, regardless of the outcome of pending litigation stemming from such dismissal or pending dismissal. Said employees, if applicable, will remain employees of CITY.

Except as modified herein, continuous employment with CITY shall be considered the same as continuous employment with the OCFA for all transitioning employees only for the purposes of meeting minimum requirements for promotional opportunities and the accrual of vacation and sick leave. Transitioning employees shall accrue vacation and sick leave at the rates designated in the applicable MOU.

All transitioning employees will participate in a defined contribution plan or "Retiree Health Savings Plan" and are eligible for reimbursement benefits upon retirement as defined by the plan.

OCFA will supply new uniforms and necessary additional safety clothing to transitioning personnel. The cost of such uniforms and clothing has been included as part of the start-up costs to be paid by CITY.

CITY safety clothing in the possession of transitioning employees on the effective date of this Agreement shall become the property of the OCFA at no cost.

Transitioning employees will be accorded reciprocity in the Orange County Employees Retirement System to the extent they are entitled to such reciprocity by the County Employees Retirement Act of 1937.

The CITY certifies that the listing of service hours provided by the CITY for employees transitioning to employment with the OCFA is a true and accurate computation of service hours for each transition employee during his or her employment with the CITY. These service hours reflect 2080 service hours for each year of service with the CITY, plus a prorated number of hours for any partial year of service with the CITY through, less a prorated number of hours for any time off without pay for either an unpaid leave of absence or an unpaid suspension. In the event of any conflict regarding the computation of service hours after the date of transitioned, provided the transitioned employee(s) release a review of their Garden Grove record, the CITY will make available any records necessary to resolve the complaint. If the transition employee(s) does not release their CITY record for review the CITY will research their records and assist the OCFA in resolution of the conflict.

ATTACHMENT B

TRANSITION OF PERSONNEL

NON SWORN PERSONNEL

The following CITY Fire Department non-safety employees shall be offered employment by the OCFA at the position and salary step stated below:

<u>Name</u>	<u>Position</u>	<u>Salary Step</u>
See Exhibit 2 for the detailed list of names, positions, and salary step for Non-Sworn Personnel.		

Employees who accept a non-safety position with the OCFA will be considered "new hires" and will serve a probationary period. All non-safety employees will follow the OCEA General/Supervisory Unit MOU. Bilingual pay and education incentive pay is available based on application.

ATTACHMENT B - EXHIBIT 1

The following CITY Fire Department safety employees shall be offered employment by the OCFA at the rank and salary stated below:

SWORN PERSONNEL (TOTAL COUNT = 77)

Sworn Positions – Created by Contract (Count =87)

Name	Rank or Position	Salary Step
1. Maule, Cheyne C.	Battalion Chief	BC 1 – bottom of BC Salary Range
2. McGovern, Terry A. Jr	Battalion Chief	BC 2 – top of BC Salary Range
3. Truhill, Justin	Battalion Chief	BC 3 – within BC Salary Range
4. Whitaker, Paul J.	Battalion Chief	BC 4 – top of BC Salary Range
1. Acosta, Anthony R.	Fire Captain	10
2. Acosta, Alberto	Fire Captain	10
3. Breneman, Jerry R.	Fire Captain	10
4. Doyle, Justin D.	Fire Captain	10
5. Fellner, Steve P.	Fire Captain	10
6. Gabbard, James L.	Fire Captain	10
7. Garcia, Drew R.	Fire Captain	10
8. Hanna, Jeff W.	Fire Captain	10
9. Kleibacker, Matthew C.	Fire Captain	8
10. Kuhlman, Scott A.	Fire Captain	10
11. Nguyen, Thanh Q.	Fire Captain	10
12. Niblo, Frederick N.	Fire Captain	10
13. Pardoen, Brent C.	Fire Captain	10
14. Rieth, Michael Kurt	Fire Captain	6
15. Ruhman, Wade E.	Fire Captain	10
16. Ruzicka, Dennis L.	Fire Captain	10
17. Schaefer, Nick R.	Fire Captain	10
18. Spell, Morris B.	Fire Captain	10
19. Strohm, William S.	Fire Captain	10
20. Trenholm, Christopher B.	Fire Captain	10
21. Waldschmidt, David S.	Fire Captain	10
22. Weiss, Mark S.	Fire Captain	10
1. Baranger, John D. III	Fire Apparatus Engineer	10
2. Bauer, Lucas B.	Fire Apparatus Engineer	10
3. Bell, Bradley D	Fire Apparatus Engineer	10
4. Camberos, Jose J.	Fire Apparatus Engineer	10
5. Crawford, Joe W.	Fire Apparatus Engineer	10
6. Crawford, Timothy A.	Fire Apparatus Engineer	10
7. Eckhardt, Michael G. Jr.	Fire Apparatus Engineer	10
8. Henshaw, Matthew R.	Fire Apparatus Engineer	10
9. Jacobs, Michael L.	Fire Apparatus Engineer	10

ATTACHMENT B - EXHIBIT 1

10. Jemiola, Jordan R.	Fire Apparatus Engineer	10
11. Lovely, Norman M.	Fire Apparatus Engineer	10
12. Marquez, John M. Jr.	Fire Apparatus Engineer	10
13. Mellem, Shane D.	Fire Apparatus Engineer	10
14. Mellem, Travis M.	Fire Apparatus Engineer	10
15. Nguyen, Son L.	Fire Apparatus Engineer	10
16. Sanchez, David C.	Fire Apparatus Engineer	10
17. Scherer, Scott A.	Fire Apparatus Engineer	10
18. Traver, Justin D.	Fire Apparatus Engineer	10
19. Valderrama, Mario G.	Fire Apparatus Engineer	7
20. Wingert, Joseph A. Jr.	Fire Apparatus Engineer	10

1. Blomgren, Jason R.	Firefighter/Paramedic	1
2. Burroughs, Myles S.	Firefighter/Paramedic	9
3. Carlson, David M.	Firefighter/Paramedic	3
4. Cary, Parker W.	Firefighter/Paramedic	1
5. Feldman, Joshua A.	Firefighter/Paramedic	9
6. Fisher, Timothy D.	Firefighter/Paramedic	9
7. Furuta, Garret M.	Firefighter/Paramedic	1
8. Hawkins, Christopher P.	Firefighter/Paramedic	1
9. Howey, Shane S.	Firefighter/Paramedic	9
10. Huber, Peter M.	Firefighter/Paramedic	9
11. Justus, Jaycen R.	Firefighter/Paramedic	1
12. Knaack, Anthony L.	Firefighter/Paramedic	9
13. Lee, Joshua D.	Firefighter/Paramedic	1
14. Lerario, Nicholas A.	Firefighter/Paramedic	1
15. Moore, Daniel J.	Firefighter/Paramedic	5
16. Nobel, Grant A.	Firefighter/Paramedic	9
17. Norrdin, Eric S.	Firefighter/Paramedic	3
18. Page, Anthony J.	Firefighter/Paramedic	1
19. Palomo, Eric M.	Firefighter/Paramedic	7
20. Roach, Andrew J.	Firefighter/Paramedic	3
21. Ronstadt, Richard	Firefighter/Paramedic	9
22. Stowe, Timothy N.	Firefighter/Paramedic	1
23. Thorson, Eric	Firefighter/Paramedic	9
24. Van Wie, Ryan D	Firefighter/Paramedic	7
25. White, Jonthan C.	Firefighter/Paramedic	1
26. Williams, Gregory D.	Firefighter/Paramedic	5
27. Yorke, Jeremie E.	Firefighter/Paramedic	1
28. Clermont, Ynes G.	Firefighter	1
29. Jaeger, William R.	Firefighter	1
30. Lindsay, Corey L	Firefighter	4
31. Mickelsen, Mark A.	Firefighter	9

ATTACHMENT B - EXHIBIT 2

The following CITY Fire Department non-safety employees shall be offered employment by the OCFA at the position and salary step stated below:

NON SWORN PERSONNEL (TOTAL COUNT = 3)

<u>Name</u>	<u>Position</u>	<u>Salary Step</u>
1. Dahlheimer, Bryson T.	Fire Prevention Specialist	1
2. Nguyen, Don T.	Senior Fire Prevention Specialist	11
3. Pollock, Amanda M.	Administrative Assistant	6

ATTACHMENT C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Exempt from fees per Government Code § 27383
(space above for recorder's use)

**LEASE AGREEMENT
FOR FIRE STATIONS #80-86**

between

City of Garden Grove with City Seal attached
and



Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602

This Facility Lease Agreement (“the Lease”) is made to be effective as of August 16, 2019, by and between the Orange County Fire Authority (“OCFA” or “LESSEE”), a California joint powers authority, and the City of Garden Grove (“CITY” or “LESSOR”), a California general law city, (collectively, “the Parties”).

RECITALS

A. WHEREAS, CITY is the owner of seven (7) fire station facilities and related real property within the City of Garden Grove, California, at those locations described in Exhibit A and depicted in Exhibit B; and

B. WHEREAS, CITY is a member of OCFA and is a party to that certain Amended Orange County Fire Authority Joint Powers Agreement, dated September 23, 1999, as amended by that certain First Amendment to the Amended Joint Powers Agreement, effective July 1, 2010, (the "Joint Powers Agreement"); and

C. WHEREAS, the Joint Powers Agreement requires fire stations owned by member cities to be leased to OCFA for one dollar (\$1.00) per annum; and

D. WHEREAS, CITY and OCFA are also parties to that certain Fire Services and Emergency Medical Services Agreement, dated _____, 2019 (the "Fire Services Agreement"), effective August 16, 2019, which sets forth the terms pursuant to which OCFA provides fire protection, emergency medical, and related services to CITY; and

E. WHEREAS, the term of the Fire Services Agreement runs concurrently with the term of the Joint Powers Agreement and remains in effect for so long as CITY is a member of OCFA; and

F. WHEREAS, the Parties mutually desire to enter into a lease agreement for the Premises;

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

AGREEMENT

1.0 Premises

1.1. CITY leases to OCFA and OCFA leases from CITY those portions of the Premises described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein (hereinafter the "Leased Premises"). Notwithstanding any contrary indications in the Fire Services Agreement or in this Agreement (including Exhibits A and B), the Parties agree that Leased Premises with respect to Garden Grove Fire Station No. 1 (11301 Acacia Parkway) specifically exclude the underground fuel tanks that are presented used to fuel fire apparatus. The parties will endeavor to negotiate a separate agreement that allows OCFA to purchase fuel from CITY to fuel vehicles and apparatus at Garden Grove Fire Station No. 1.

2.0 Term

The term of this Lease shall run concurrently with the term of the Fire Services Agreement and any extensions or renewals thereof. If the Fire Services Agreement is terminated for any reason, this Lease shall concurrently terminate in its entirety. This Lease may not be terminated during the term of this Lease except upon mutual agreement of the Parties.

3.0 Use of Premises

3.1. OCFA shall inspect the Leased Premises prior to taking possession. Should following its inspection OCFA determine in its reasonable discretion that the Lease Premises are not in a good and acceptable condition, CITY shall be responsible for completing any necessary remedial work. OCFA's possession and use of the Leased Premises after the Effective Date shall constitute acknowledgment that the Leased Premises are in good and acceptable condition.

3.2. The Leased Premises shall be used exclusively by OCFA, its officers, agents, employees, and volunteers to provide fire protection, suppression, and medical aid services, and related activities, to CITY and in surrounding geographic areas in accordance with the Joint Powers Agreement and Fire Services Agreement, or any subsequent amendments thereto, and for no other purposes.

3.3. OCFA shall not use the Premises in any manner contrary to the terms of this Lease without CITY's prior written consent. CITY's authorized representative shall have the right at all reasonable times to inspect the Leased Premises to determine if the OCFA and its guests are complying with the provisions of this Lease.

3.4. OCFA shall not commit any waste or any public or private nuisance on the Premises.

3.5. OCFA shall not violate any law, rule, or order of any federal, state, or municipal government or agency that may be applicable to the use of the Premises.

3.6. OCFA shall not commit any act on the Premises nor use the Premises in any manner that causes the cancellation of any fire, liability, or other insurance policy insuring the Premises or any improvement on the Premises.

3.7. On or before the effective date of termination of this Lease, OCFA shall vacate the Premises, remove all of OCFA's personal property from the Premises, and leave the Premises in good order and repair subject to the satisfaction of the City Manager.

4.0 Rent

OCFA shall pay CITY as rent for the Leased Premises the sum of One Dollar (\$1.00) per year per fire station facility, at the beginning of the first and subsequent years of the term of this Lease. Rent shall not include the cost of utilities or telephone services.

5.0 Telephone Service and Utilities

5.1 Telephones desired by OCFA for use by OCFA, its employees, or agents, and the cost thereof shall be secured by and paid for by OCFA.

5.2 OCFA shall pay all costs of utilities for the Leased Premises.

6.0 Alterations and Improvements

6.1 OCFA may make alterations, improvements and changes in or to the Leased Premises, including but not limited to, the installation of fixtures, partitions, counters, shelving,

and equipment as OCFA deems necessary, with the prior written consent of the City Manager, which consent shall not be unreasonably withheld. It is agreed that any such fixtures, partitions, counters, shelving, equipment, or other alterations or improvements attached to or placed upon the Leased Premises by OCFA shall be considered as personal property of OCFA, which may be removed by OCFA upon termination of this Lease. OCFA shall repair any damage to the Leased Premises from such removal and agrees that the Leased Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

6.2 Capital improvements to the Leased Premises required by OCFA shall be the obligation of CITY in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

7.0 Maintenance and Repairs

7.1. OCFA shall keep the Leased Premises in good condition and repair. All damages or injury to the Leased Premises or its contents caused by OCFA, its employees, agents or visitors shall be promptly repaired by OCFA to the satisfaction of the City Manager.

7.2. Maintenance and repairs to the Leased Premises shall be funded in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

7.3. The cost of repairs required to assure structural integrity and to maintain the habitability of the Premises in compliance with building and health and safety codes will be the sole responsibility of CITY. Significant maintenance or repairs to the Leased Premises that constitute capital improvements pursuant to the Joint Powers Agreement shall be the obligation of CITY in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

7.4. Unless otherwise mutually agreed by the Parties, CITY shall be responsible for maintenance and repair of all exterior landscaping, parking areas, driveways, joint use areas, if any, and all portions of the Premises other than the Leased Premises.

8.0 Party Representatives

8.1. The City Manager is the CITY's representative for purposes of this Lease.

8.2. The Fire Chief is the OCFA's primary representative for purposes of this Lease.

9.0 Notices

9.1. All notices permitted or required under this Lease shall be deemed made when personally delivered or when mailed 60 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at the following addresses:

To CITY: City of Garden Grove
 11222 Acacia Pkwy
 Garden Grove, California 92840
 Attn: City Manager

To OCFA: Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602
Attn: Fire Chief

9.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.0 Relationship of the Parties

The only relationship created by this Lease is that of lessor and lessee. Neither CITY nor any of its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of CITY officials, shall have control over the means of service or means of production of OCFA or any of its officers, employees, agent, or volunteers.

11.0 Assignment

Neither Party shall assign or transfer any interest in this Lease whether by assignment or novation, without the prior written consent of the other Party. Any purported assignment without such consent shall be void and without effect.

12.0 Insurance

12.1. OCFA shall, at its expense, procure and maintain for the duration of the Lease, comprehensive general liability insurance and/or self-insurance against claims for injuries to persons or damages to property that may arise from or in connection with its use of the Leased Premises, in an amount of no less than \$ per occurrence for bodily injury, personal injury and property damage for each location. All insurance coverage provided by OCFA shall be primary and not contributory insurance as respects the CITY, shall name CITY, its officials, officers, employees, agents, and volunteers as additional insureds, and shall be endorsed to provide that coverage shall not be suspended, voided, reduced, or cancelled except after thirty (30) days prior written notice to the CITY. By the effective date of this Lease, the OCFA shall provide CITY with evidence of compliance with these requirements.

12.2. Where a particular Leased Premises consist of an entire building, OCFA shall, at its expense, procure and maintain for the duration of the Lease, fire insurance with extended coverage on the Leased Premises to the full insurable value of the Leased Premises. By the effective date of this Lease, the OCFA shall provide CITY with evidence of compliance with these requirements.

12.3. Where a particular Leased Premises is within a building that is not entirely occupied by OCFA, CITY shall maintain throughout the duration of the Lease, fire insurance with extended coverage on the Leased Premises to the full insurable value of improvements located on the Leased Premises. By the effective date of this Lease, the CITY shall provide OCFA with evidence of compliance with these requirements.

13.0 Indemnification, Hold Harmless, and Duty to Defend

13.1. OCFA shall defend, indemnify and hold harmless the CITY and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorney's fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents relating to OCFA's occupancy and use of the Premises.

13.2. CITY shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorney's fees) arising out of or in any way related to acts or omissions of CITY, its officers, employees or agents relating to CITY's ownership, occupancy, and use of the Premises.

13.3. All duties and obligations under this Section shall survive termination of this Lease.

14.0 Taxes and Assessments

All taxes and assessments, if any, which become due and payable upon the Premises, shall be the full responsibility of CITY, and CITY shall cause said taxes and assessments to be paid promptly.

15.0 Equal Opportunity

OCFA affirmatively represents that it is an equal opportunity employer. OCFA must not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination includes, but is not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

16.0 Labor Certification

By its signature hereunder, OCFA certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing use of the Premises.

17.0 Defaults and Remedies

In the event of any breach of this Lease by either party, the aggrieved party may notify the other in writing of such breach, and the breaching party shall have thirty (30) days in which to initiate action to cure said breach before the other party may proceed to complete the cure of such breach with due diligence or to take any other remedies for default.

18.0 Successors in Interest

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, assigns of all of the parties hereto, all of whom shall be jointly and severally liable hereunder.

19.0 Destruction of or Damage to Premises

In the event of (A) partial destruction of the Premises; or (B) the Premises being declared unsafe or unfit for occupancy by any public authority authorized to make such declaration, for all reason other than OCFA's act, use, or occupation, except as otherwise provided herein: CITY shall immediately make repairs as are necessary to restore the Premises to the condition which existed prior to destruction or damage and/or make repairs as are necessary to make the Premises safe and fit for occupancy. The destruction (including any destruction necessary in order to make repairs required by any declaration), damage or declaration shall in no way render this Lease null and void. If CITY refuses to make such repairs or if such repairs are not completed by CITY within 60 days, OCFA may, at its option, terminate the Lease, or, OCFA's cost of such repairs, including labor, materials, and overhead, may be included by OCFA in amounts owing by CITY to OCFA pursuant to the Joint Powers Agreement, as it may be amended from time to time.

20.0 Circumstances Which Excuse Performance

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this clause shall excuse either Party from the prompt payment of any rental or other charge required of it except as may be expressly provided elsewhere in this Lease.

21.0 Entire Agreement

This Lease contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Lease may only be modified by a writing signed by both parties. Notwithstanding the foregoing, this Lease shall be subject to, and interpreted to be consistent with, the Joint Powers Agreement and the Fire Services Agreement, as they may be amended from time to time. In the event of any inconsistency between the terms of this Lease and the terms of the Joint Powers Agreement and/or the Fire Services Agreement, as they may be amended, the terms of the Joint Powers Agreement, then the terms of the Fire Services Agreement, shall govern, and the terms of this Lease shall be deemed to have been amended in accordance therewith.

22.0 Severability

The invalidity in whole or in part of any provisions of this Lease shall not void or affect the validity of the other provisions of this Lease.

23.0 Construction and Governing Law

The validity, interpretation, and performance of this Lease shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Lease shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Lease or who drafted that portion of the Lease.

24.0 No Third Party Rights

No third party shall be deemed to have any rights hereunder against either party as a result of this Lease.

25.0 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

26.0 Holding Over

In the event OCFA shall continue in possession of the Leased Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month-to-month and shall be governed by the conditions and covenants contained in this Lease.

27.0 Time

Time is of the essence in this Lease.

28.0 Prohibited Interests

OCFA maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for OCFA, to solicit or secure this Lease. Further, OCFA warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for OCFA, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Lease. For breach or violation of this warranty, CITY has the right to rescind this Lease without liability. For the term of this Lease, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Lease, or obtain any present or anticipated material benefit arising therefrom.

29.0 Attorneys' Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Lease, the prevailing party in such litigation shall be entitled to have and recover from the losing party all of its attorney's fees and other costs incurred in connection with such action.

30.0 Incorporation of Recitals and Exhibits

All Recitals set forth above and exhibits referenced in this Lease are hereby incorporated into the Lease as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms set forth in the main body of this Lease, the terms set forth in the main body of this Lease shall control.

31.0 Corporate Authority

The persons executing this Lease on behalf of the Parties warrant that they are duly authorized to execute this Lease on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Lease.

32.0 Lease Organization

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Lease as of the date and year first above written.

CITY OF GARDEN GROVE

ORANGE COUNTY FIRE AUTHORITY

By: _____
Steven R. Jones, City Mayor

By: _____
Joe Muller, Chair

Attest:

Attest:

By: _____
Teresa Pomeroy, City Clerk

By: _____
Sherry A.F. Wentz, CMC,
Clerk of the Authority

Approved as to Form:

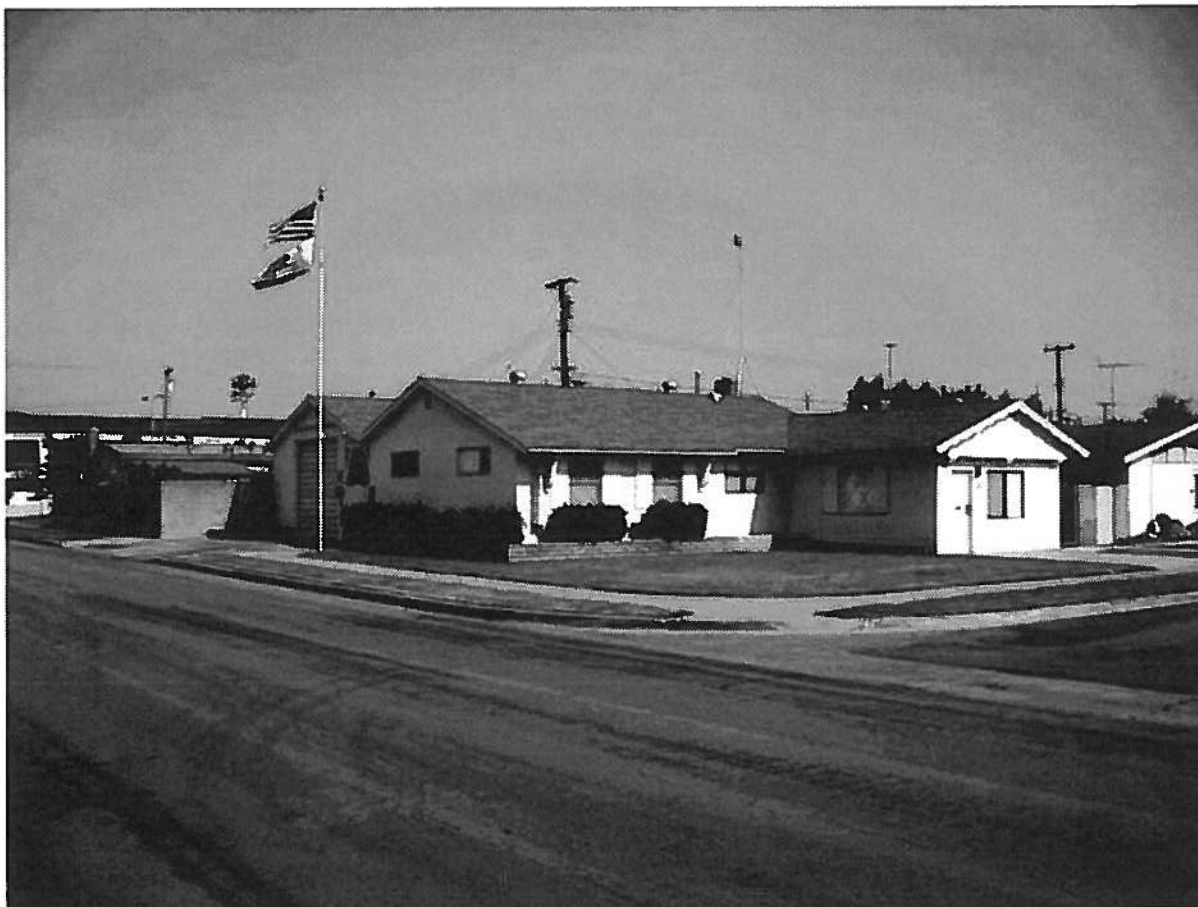
Approved as to Form:

By: _____
Daphne Anneet, Special Counsel

By: _____
John Bakker, Special Counsel

EXHIBIT A-1

**Garden Grove Fire Station #7 – OCFA Fire Station 80
14162 Forsyth Lane, Garden Grove, California 92844
(714) 741-5607**



**Legal Description
N-TRACT 2880 BLOCK: LOT 82
APN 098-353-18**

**Land Area 0.18
Year Built 1971
Square Footage – 2,694 SF**

EXHIBIT A-2

**Garden Grove Fire Station 1/Headquarters – OCFA Fire Station 81
11301 Acacia Parkway, Garden Grove, California 92840**



EXHIBIT A-3

**Garden Grove Fire Station #2 – OCFA Fire Station 82
11805 Gilbert Street, Garden Grove, California 92841
(714) 741-5602**



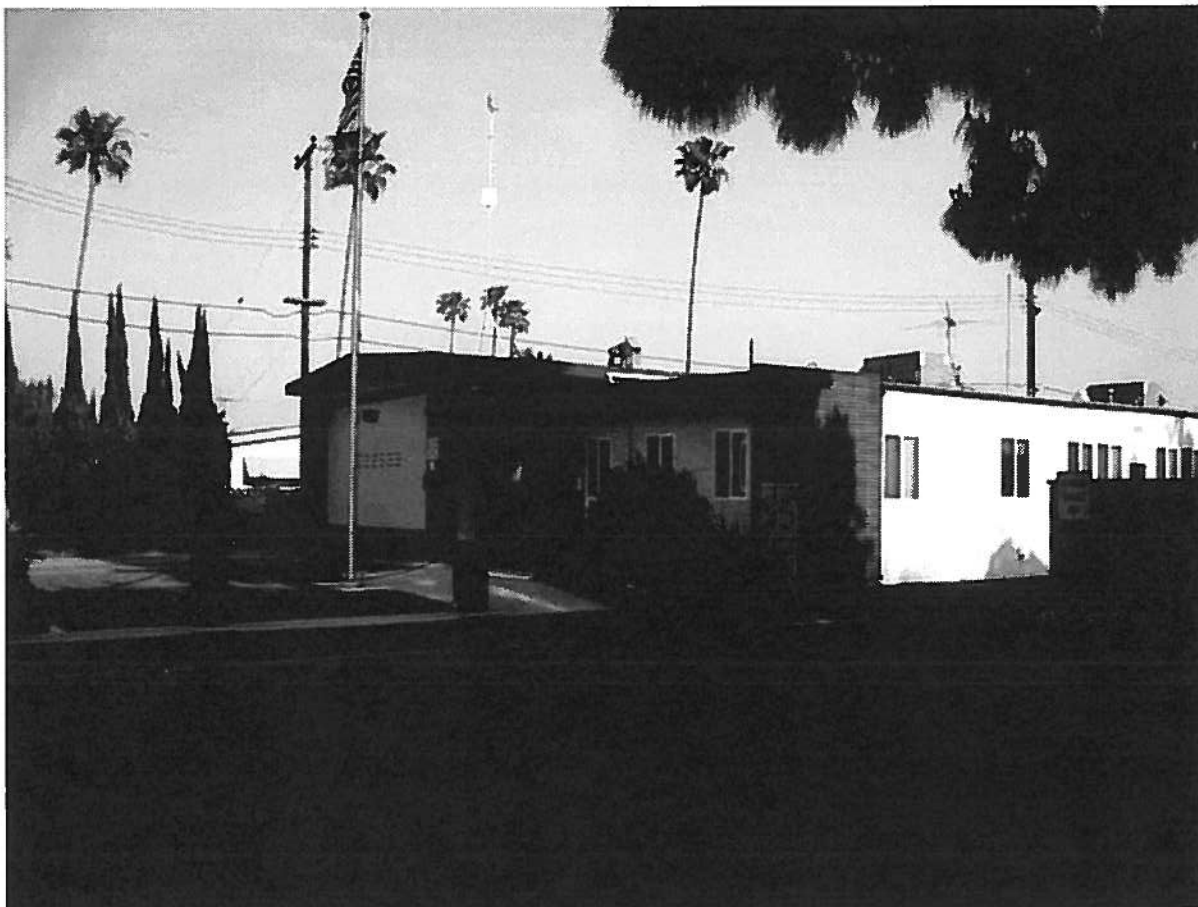
Legal Description

**SEC 30 T 4 R 10 NLY 75 FT S1/2 N1/2 SE1/4 SW1/4 – Lying NELY of PE R/W
APN 132-423-19**

**Land Area - .082 Acres
Year Built 1958
Square Footage – 4,480 sq. ft.**

EXHIBIT A-4

**Garden Grove Fire Station #3 – OCFA Fire Station 83
12132 Trask Avenue, Garden Grove, California 92843
(714) 741-5603**



Legal Description

SEC 3 T 5 R 10 ELY 120 FT WLY 810 FT NLY 263 SW1/4

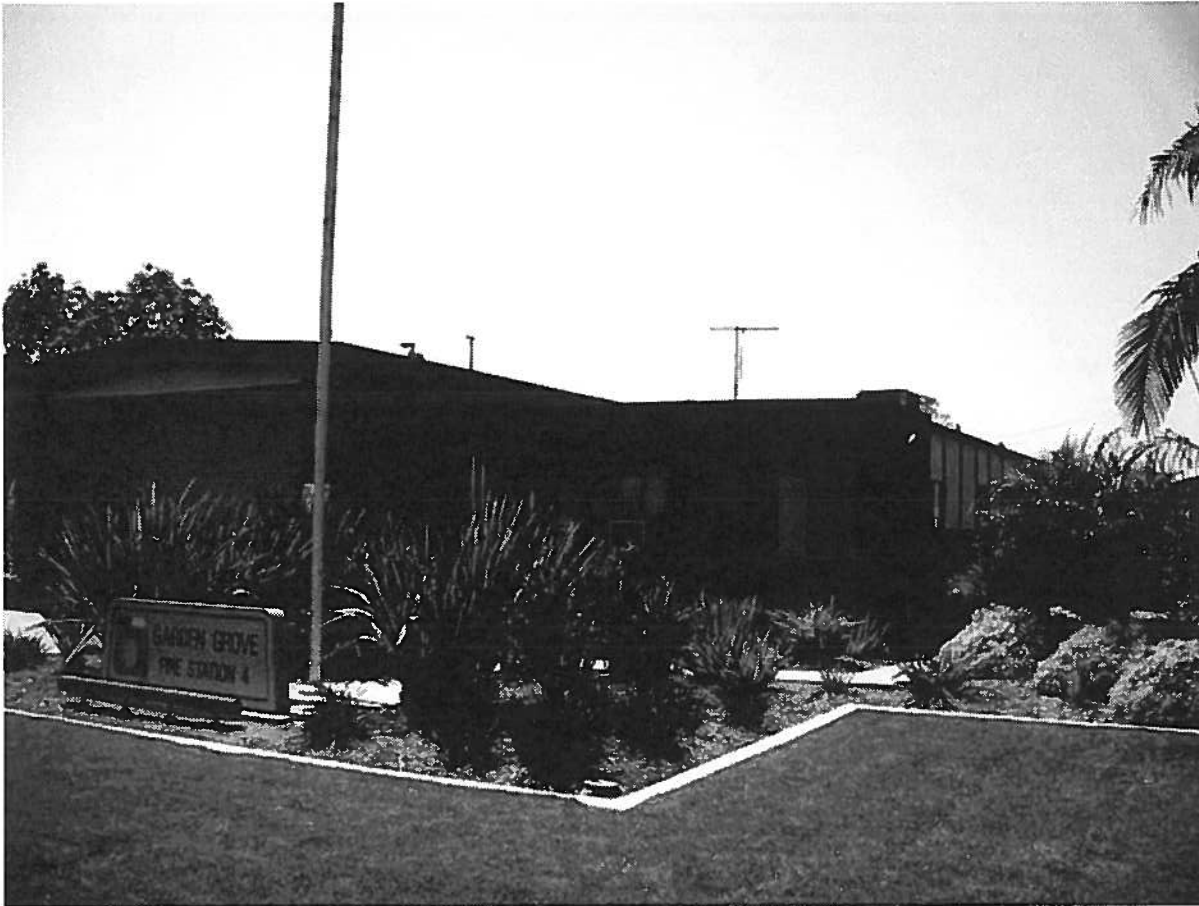
Land Area – 0.88 Acres

Year Built 1959

Square Footage – 4,480 sq. ft.

EXHIBIT A-5

**Garden Grove Fire Station #4 – OCFA Fire Station 84
12191 Valley View Street, Garden Grove, California 92845
(714) 741-5604**



Legal Description

**TR 3624 LOT 1 ALL – INC POR ABAN ST ADJ
APN 224-242-11**

**Land Area – 0.63 Acres
Year Built 1960
Square Footage – 4,480 sq. ft.**

EXHIBIT A-6

**Garden Grove Fire Station #5 – OCFA Fire Station 85
12751 Western Avenue, Garden Grove, California 92841
(714) 741-5605**



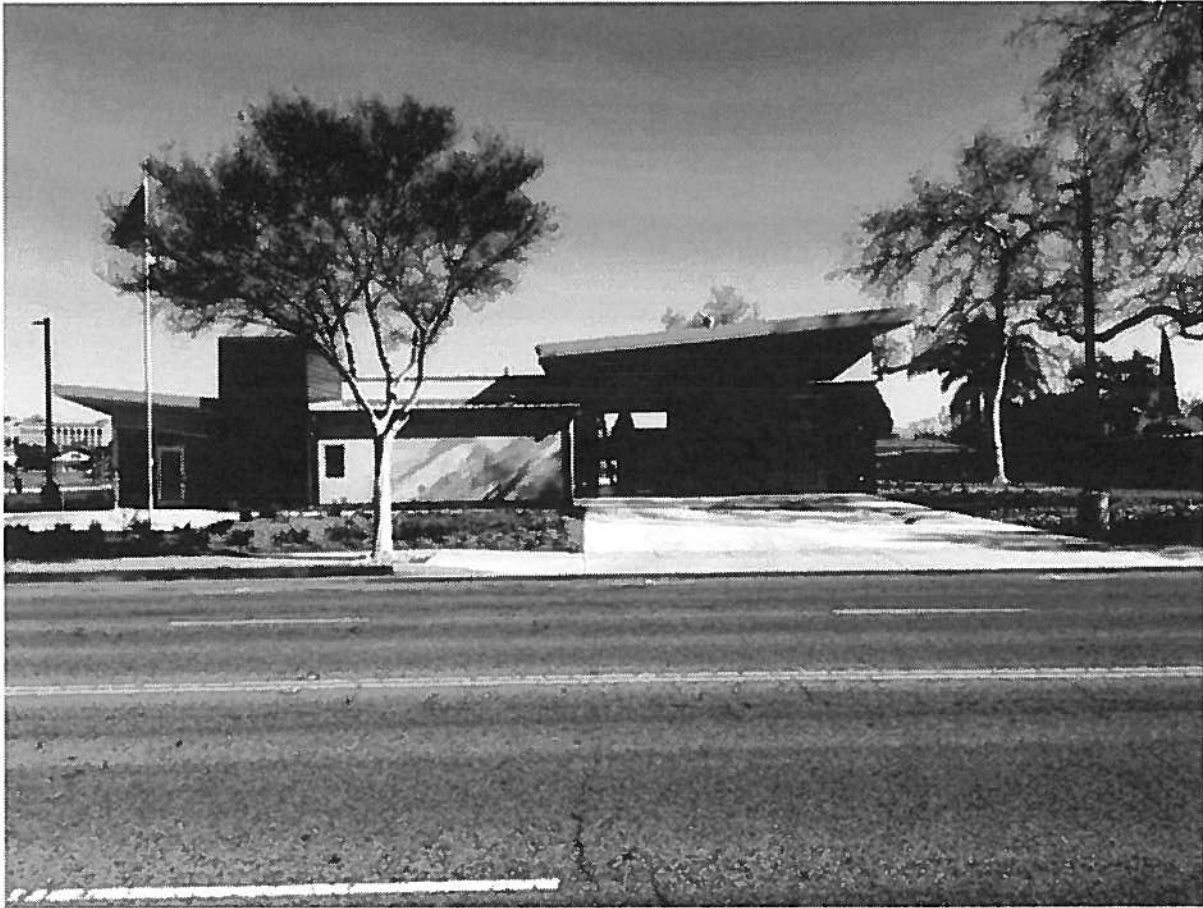
Legal Description

**T 4 R11 SEC 35 POR SW1/4
APN 215-022-10**

**Land Area – 0.62 Acres
Year Built 1974
Square Footage 4,792 sq. ft.**

EXHIBIT A-7

**Garden Grove Fire Station 6 – OCFA Fire Station 86
12232 West Street, Garden Grove, California 92840
(714) 741-5606**

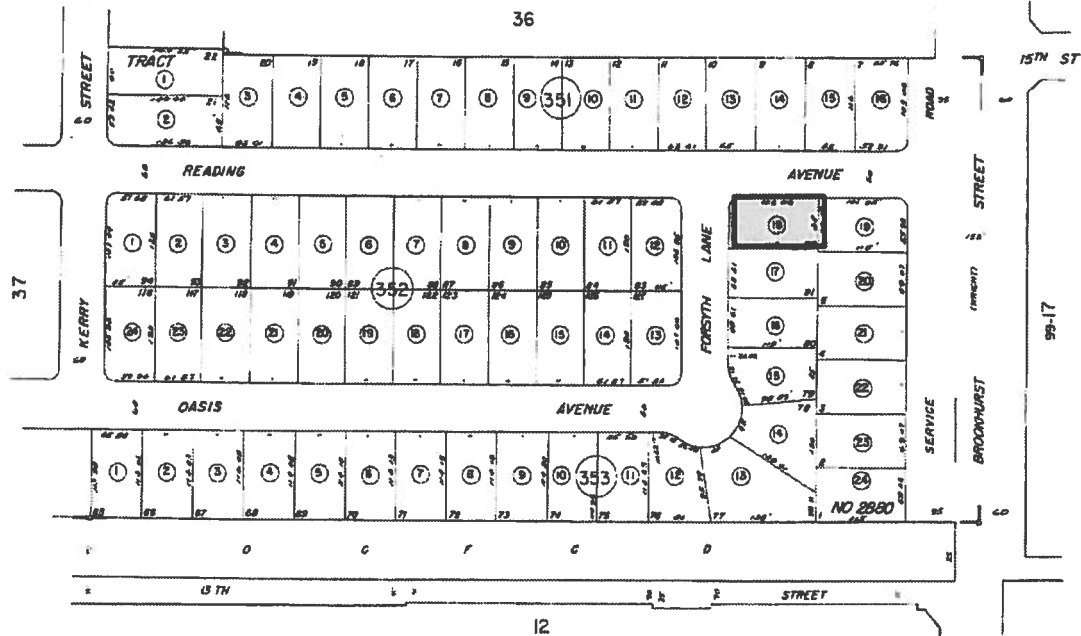


Legal Description

EXHIBIT B-1

Garden Grove Fire Station #7 – OCFA Fire Station 80
 14162 Forsyth Lane, Garden Grove, California 92844
 (714) 741-5607

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MARCH 1957

TRACT NO. 2880

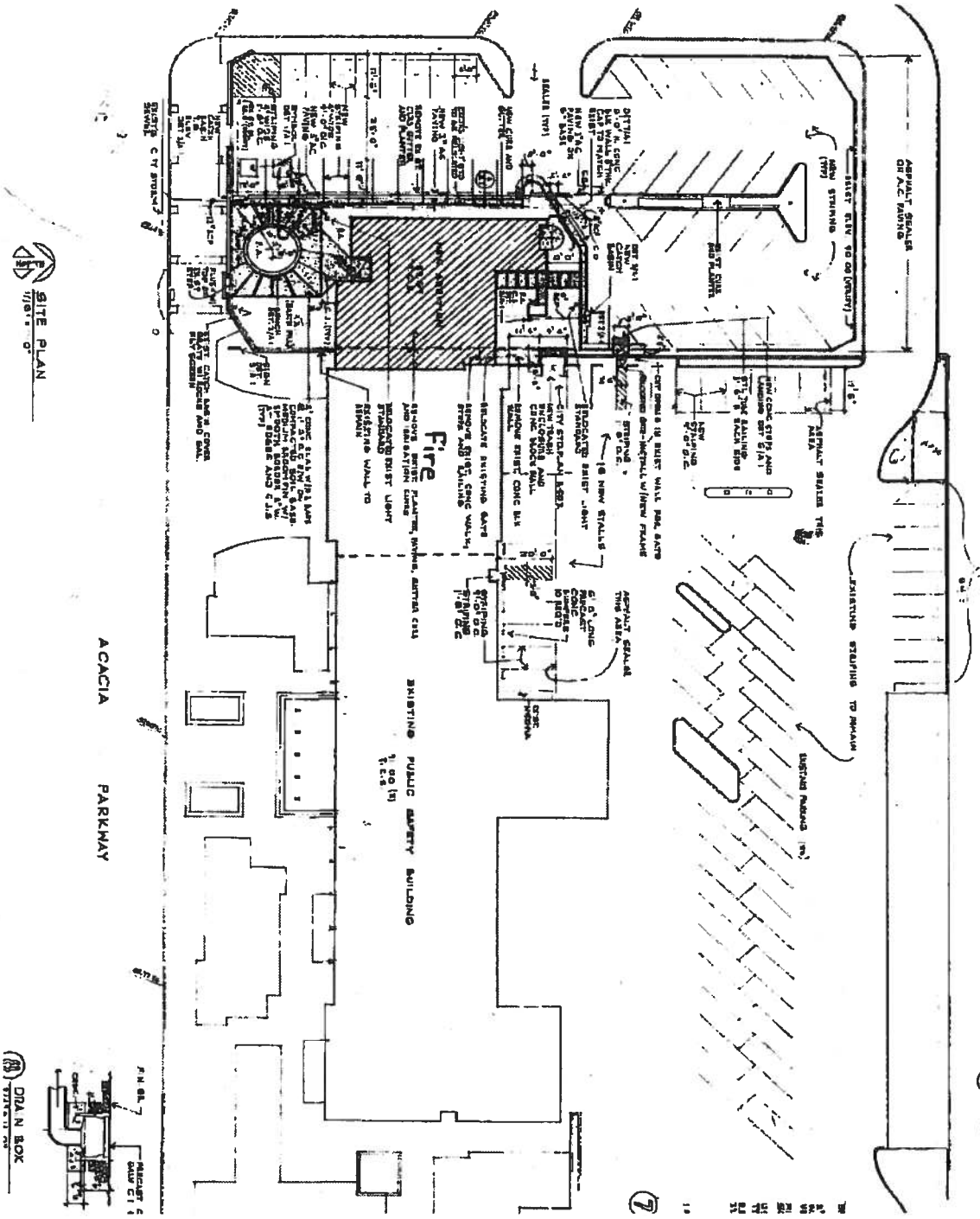
M.M. 94-41 to 44 inc.

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 098 PAGE 35 COUNTY OF ORANGE

EXHIBIT B-2

Garden Grove Fire Station 1/Headquarters – OCFA Fire Station 81
 11301 Acacia Parkway, Garden Grove, California 92840



SITE PLAN

DRAIN BOX

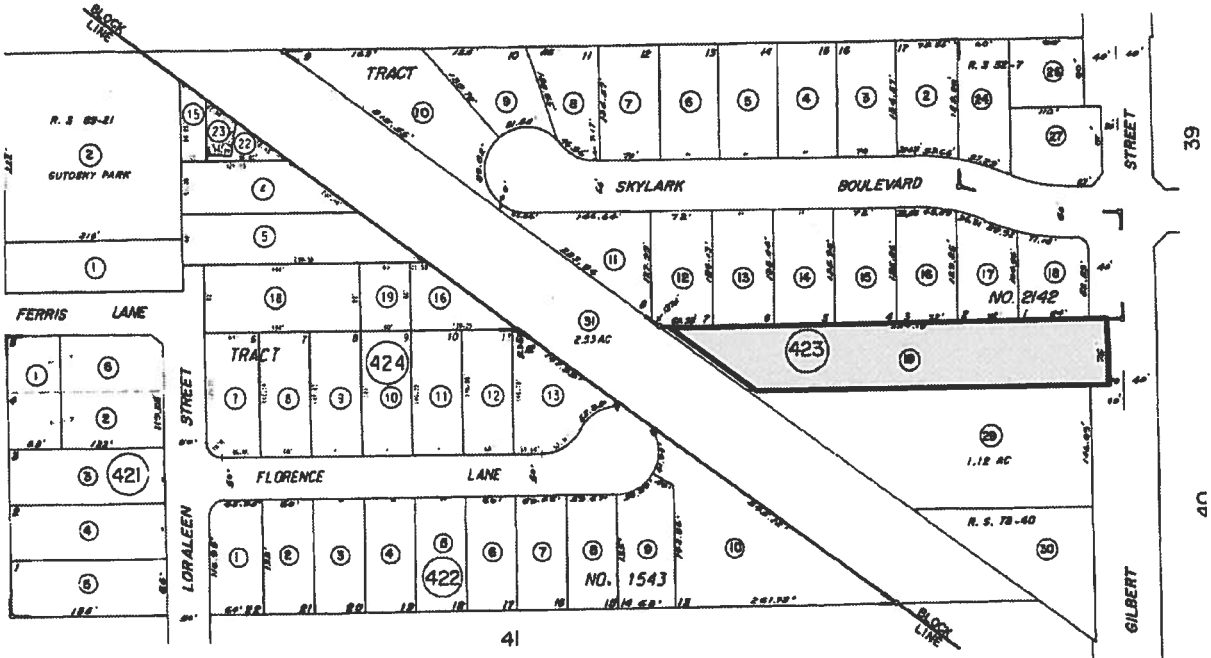
EXHIBIT B-3

Garden Grove Fire Station #2 – OCFA Fire Station 82
 11805 Gilbert Street, Garden Grove, California 92841
 (714) 741-5602

N 1/2, SE 1/4, SW 1/4 SEC. 30, T 4 S, R 10 W

33

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 TO BEPT. PURPOSES ONE TO
 MAPS AND QUANTITIES AS TO
 THE ASSUMES ANY CHANGE IN
 NOT TO BE RESPONSIBLE
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 ANGE COUNTY ASSESSOR 2017



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TR. NO. 1843
 TR. NO. 2142

M. M. 45 - 8
 M. M. 83 - 49, 50

NOTE - ASSESSOR'S BLOCK &
 PARCEL NUMBERS
 SHOWN IN CIRCLES

ASSESSOR'S MAP
 BOOK 132 PAGE 42
 COUNTY OF ORANGE

EXHIBIT B-4

Garden Grove Fire Station #3 – OCFA Fire Station 83
 12132 Trask Avenue, Garden Grove, California 92843
 (714) 741-5603

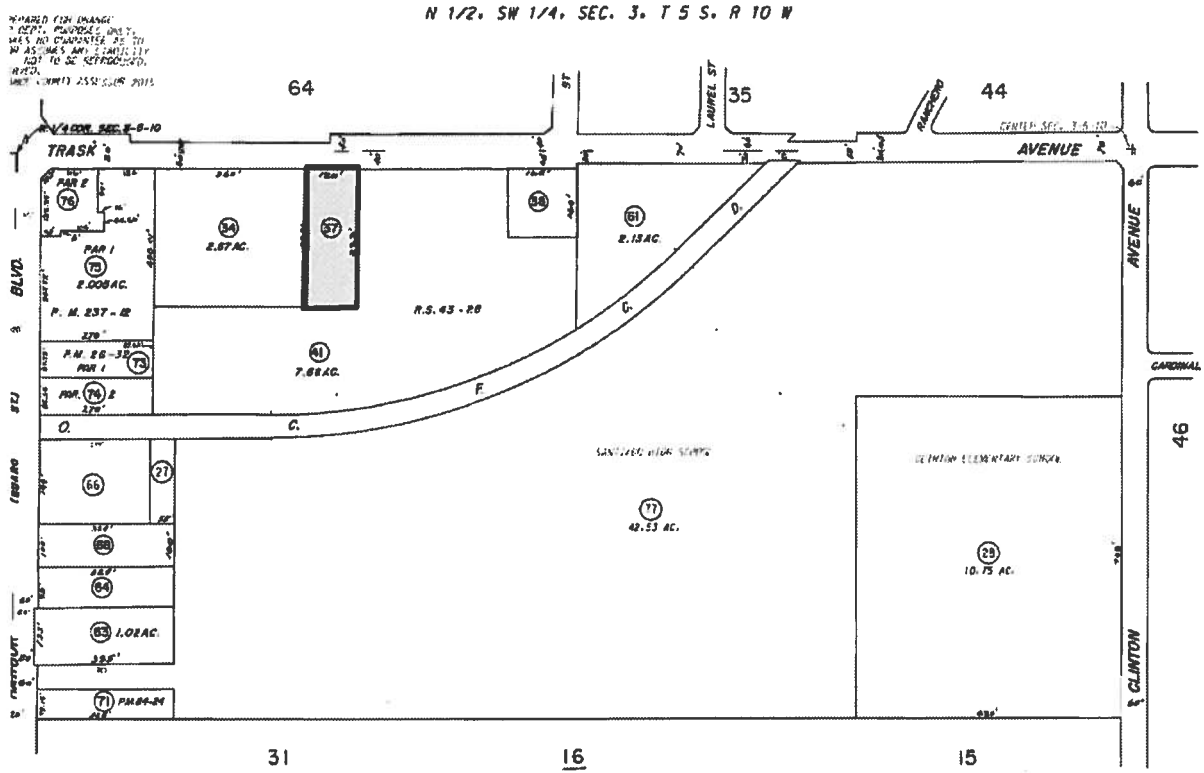
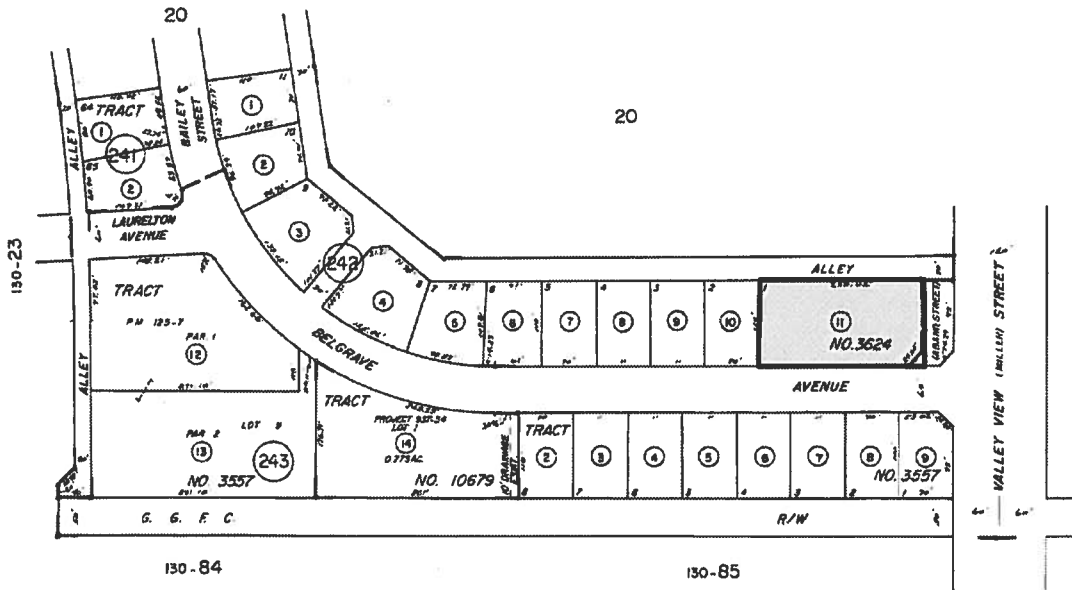


EXHIBIT B-5

Garden Grove Fire Station #4 – OCFA Fire Station 84
 12191 Valley View Street, Garden Grove, California 92845
 (714) 741-5604

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 UNDER THE AUTHORITY OF THE COUNTY
 CLERK AND THE COUNTY ASSESSOR AND
 DOES NOT CONSTITUTE AN OFFICIAL RECORD
 OF THE COUNTY OF ORANGE

224



MARCH 1975

TRACT NO 3557 M. M. 121-35 TO 38 INC.
 TRACT NO. 3624 M. M. 125-31, 32, 33
 TRACT NO. 10679 M. M. 475-46, 47
 PARCEL MAP P. M. 125-7

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ASSESSOR'S MAP
 BOOK 224 PAGE 24
 COUNTY OF ORANGE

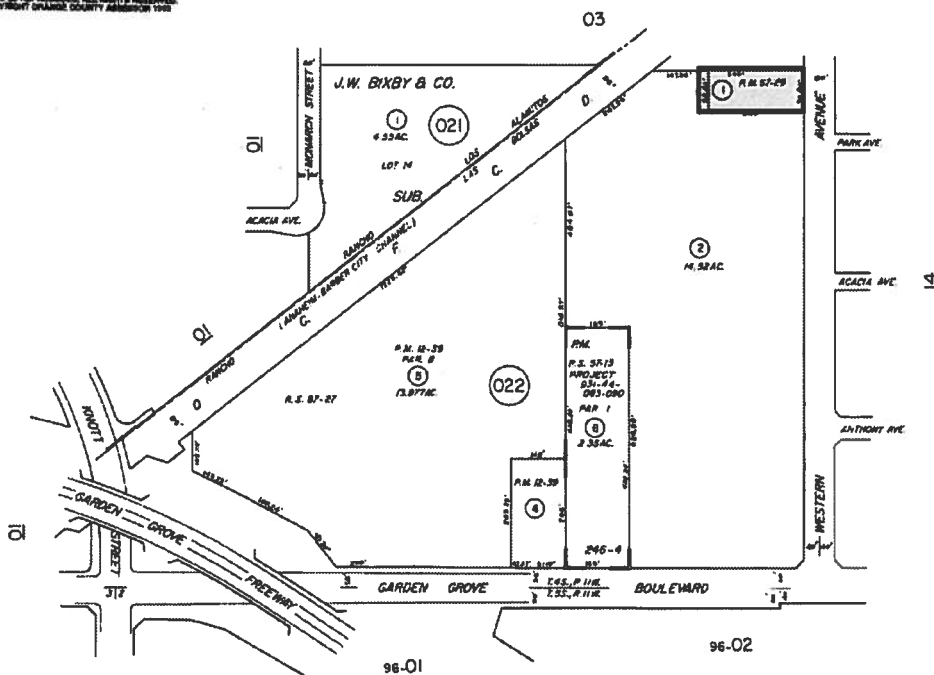
EXHIBIT B-6

Garden Grove Fire Station #5 – OCFA Fire Station 85
 12751 Western Avenue, Garden Grove, California 92841
 (714) 741-5605

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POR. S. 1/2, S.W. 1/4, SEC. 35, T.4S., R. 11W.

21



MARCH 1982

J.W. BIXBY & CO. SUB.
 PARCEL MAP
 PARCEL MAP

L.A. 1-83
 P.M. 12-39
 R.M. 246-4

NOTE - ASSESSOR'S BLOCK &
 PARCEL NUMBERS
 SHOWN IN CIRCLES

ASSESSOR'S MAP
 BOOK 215 PAGE 02
 COUNTY OF ORANGE

EXHIBIT B-7

**Garden Grove Fire Station 6 – OCFA Fire Station 86
12232 West Street, Garden Grove, California 92840
(714) 741-5606**



**AMENDED ORANGE COUNTY FIRE AUTHORITY
JOINT POWERS AGREEMENT**

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**AMENDED ORANGE COUNTY FIRE AUTHORITY
JOINT POWERS AGREEMENT**

This amended Agreement is made this 23rd day of September, 1999 by and between the following public entities (collectively, the "members"), BUENA PARK, CYPRESS, DANA POINT, IRVINE, LAGUNA HILLS, LAGUNA NIGUEL, LAKE FOREST, LA PALMA, LOS ALAMITOS, MISSION VIEJO, PLACENTIA, SAN CLEMENTE, SAN JUAN CAPISTRANO, SEAL BEACH, STANTON, TUSTIN, VILLA PARK, WESTMINSTER AND YORBA LINDA (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

A. County operates the Orange County Fire Department (the "Fire Department"), which presently provides fire protection, prevention and suppression services and related and incidental services to Cities, as well as to the unincorporated area of the County and State areas of responsibility ("SRA").

B. County agrees that Cities require additional policy input into and direction over the costs of such services and use of structural fire fund taxes levied therefor.

C. Cities and County have studied and discussed policy input and cost control for over three years and have determined that creation of a joint power entity to administer fire service operations and delivery serves their needs for policy input and cost control.

D. Each member is a public agency as defined by Government Code Section 6500 et seq. and is authorized and empowered to contract for the joint exercise of powers common to each member.

E. The members now wish to jointly exercise their powers to provide for mutual fire protection, prevention and suppression services and related and incidental services, including but not limited to, creation, development, ownership and operation of programs, facilities, and funds therefor through the establishment of the "Orange County Fire Authority" (the "Authority").

NOW, THEREFORE, in consideration of the mutual promises set out, the parties agree as follows:

AGREEMENT

ARTICLE I.

POWERS AND PURPOSES

1. **Authority Created.** The Authority is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California. The Authority shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its members.

2. **Purpose of the Agreement; Common Powers to be Exercised.** Each member individually has the statutory ability to provide fire suppression, protection, prevention and related and incidental services including but not limited to emergency medical and transport services, and hazardous materials regulation, as well as providing facilities and personnel for such services. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

3. **Effective Date of Formation.** The Authority shall be formed as of February 3, 1995, or such later date as agreed to in writing by all the members (the "Effective Date"), provided that the Authority has met the insurance requirements set forth in Article VI., Section 4. D. below and has become enrolled as a member in the Orange County Employees Retirement System (OCERS).

4. **Powers.** Pursuant to and to the extent required by Government Code Section 6509, the Authority shall be restricted in the exercises of its powers in the same manner as is a general law city. The Authority shall have the power to do any of the following in its own name:

- A. To exercise the common powers of its members in providing fire suppression, protection, prevention and related and incidental services.
- B. To make and enter into contracts, including contracts with its members; notwithstanding, the Authority may not enter into real property development agreements.
- C. To assume Fire Department contracts relating to fire suppression, protection, prevention and related and incidental services.
- D. To determine compensation and working conditions and negotiate contracts with employees and employee organizations.
- E. To employ such agents, employees and other persons as it deems necessary to accomplish its purpose.

- F. To lease, acquire, hold and dispose of property.
- G. To invest surplus funds.
- H. To incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the members as set out in Article IV. hereof.
- I. To sue and be sued in its own name.
- J. To apply for grants, loans, or other assistance from persons, firms, corporations, or governmental entities.
- K. To use any and all financing mechanisms available to the Authority, subject to the provisions of Article IV. hereof.
- L. To prepare and support legislation related to the purposes of the Agreement.

- M. To lease, acquire, construct, operate, maintain, repair and manage new or existing facilities as well as to close or discontinue the use of such facilities.
- N. To levy and collect payments and fees for services, provided that paramedic or ambulance user fees shall be approved by the member(s) affected.
- O. To impose new special taxes or assessments as authorized by law to the extent allowed by law, and in coordination with the underlying jurisdiction.
- P. To provide related services as authorized by law.
- Q. To contract for the services of attorneys, consultants and other services as needed.
- R. To purchase insurance or to self-insure and to contract for risk management services.

- S. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority.
- T. To determine the compensation of Directors.

ARTICLE II.
ORGANIZATION

1. **Membership.** The members of the Authority shall be the original parties hereto which have not withdrawn from the Authority, and such other cities as may join the Authority after execution of this Agreement. New members may join on the terms and conditions set out in Article VII. hereof.

2. **Designation of Directors.** Each member by resolution of its governing body shall designate and appoint one representative to act as its Director on the Authority Board of Directors (the "Board"), except the County whose Board of Supervisors shall appoint two representatives to act as its Directors. Each representative shall be a current elected member of the governing body. Each Director shall hold office until the selection of a successor by the appointing body. Each member shall also appoint an alternate to act in each Director's absence. Each alternate shall be a current elected representative of the governing board of the member. Each Director and alternate shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole

discretion of that appointing body. Any vacancy shall be filled in the same manner as the original appointment of a Director and/or alternate. With approval of the Board, a Director or alternate may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.

3. **Principal Office.** The principal office of the Authority shall be the Fire Department's Water Street headquarters or as may be otherwise designated by the Authority from time to time.

4. **Meetings.**

A. The first and organizational meeting of the Authority shall be held at its principal office on the Effective Date. At that meeting, the Board may determine whether to adopt a rotation system of two (2) and four (4) year terms to provide for increased continuity on the Board and shall classify themselves into any groups selected.

B. The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board. The time and place of the regular meetings of the Board shall be determined by resolution adopted by the Board, and a copy of such resolution shall be furnished to each party hereto. All Board meetings, including regular, adjourned and special meetings, shall be called, noticed and held in

accordance with the Ralph M. Brown Act, Section 54950, et seq. of the Government Code (the "Brown Act") as it may be amended from time to time.

5. **Quorum; Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Authority. Each Director, or alternate in the absence of any voting Director, shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Authority.

6. **Executive Committee.** The Board shall select from among its members an Executive Committee, one member of which shall be a County Supervisor, and shall designate the functions to be performed by the Executive Committee, as allowed by law.

7. **Officers.** The Board shall elect from among its members a chair and vice-chair and thereafter at the first meeting in each fiscal year the Board shall elect or re-elect a chair and vice-chair. In the event that the chair or vice-chair ceases to be a Director, the resulting vacancy shall be filled in the same manner at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the chair to act, the vice-chair shall act as chair. The chair, or in his or her absence the vice-chair, shall preside at and conduct all meetings of the Board. In the absence of the

chair and vice-chair, the Board shall elect a chair *pro tempore* to preside at and conduct the meeting. The Board shall also appoint a clerk of the Authority.

8. **Minutes.** The clerk of the Authority shall provide notice of, prepare and post agendas for and keep minutes of regular, adjourned regular, and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director. The clerk will otherwise perform the duties necessary to ensure compliance with the Brown Act and other applicable rules or regulations.

9. **Rules.** The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs that are not in conflict with this Agreement, as it may deem necessary.

10. **Fiscal Year.** The Authority's fiscal year shall be July 1 of each year, or in the year of its formation, the Effective Date, to and including the following June 30.

11. **Assent of Members.** The assent or approval of a member in any matter requiring the approval of the governing body of the member shall be evidenced by a copy of the resolution of the governing body filed with the Authority.

12. **Committees.** The Board may establish standing or ad hoc committees or subcommittees composed of Board members, staff and/or the public to make recommendations on specific matters.

13. **Additional Officers and Employees; Contract Services.**

A. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board shall appoint an officer or employee of the Authority, an officer or employee of a member public agency or a certified public accountant to hold the offices of treasurer and auditor for the Authority. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for the Authority required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the clerk of the Authority and the auditor and treasurer shall have charge of certain property of the Authority. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The treasurer, auditor and clerk of the Authority shall be required to file an official bond with the Board in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

B. The Board shall appoint general counsel and special counsel to the Authority to serve as necessary.

C. The Board may contract with a member to provide necessary administrative services to the Authority as appropriate. Any administrative duties also may rotate from year to year.

ARTICLE III.

TRANSFER OF FIRE OPERATIONS

1. **List of Assets and Liabilities.** An up-to-date list of all Fire Department personnel, employment agreements, pension agreements, assets (including but not limited to real property, equipment, Fire Department reserves, contracts and deposits) and all known liabilities (including but not limited to tort and workers' compensation cases and claims) shall be prepared by the transition team during the transition referred to in Article VIII. below.

2. **Transfer of County Assets and Liabilities.** Effective as of the date of Authority formation, County shall transfer to the Authority all assets and liabilities of the Fire Department, exclusive of the Weed Abatement and Hazardous Materials Program Office and their personnel (the Asset Transfer), as further set out in this Article.

A. Personnel. The parties agree that the Authority is the successor employer to the County by operation of law, including for retirement and pension purposes. On the Effective Date, each and every employee of the Fire Department shall become an employee of the Authority on exactly the same terms and conditions as set forth in the County's existing Memoranda of Understanding ("MOU's"), employment agreements and all other applicable employment rules, regulations, ordinances and resolutions. The Board shall forthwith adopt and ratify such MOU's, employment agreements, and employment rules, regulations, ordinances and resolutions for each of the Authority employees and shall take such other and further actions as authorized and necessary to implement this subparagraph A. The Board also shall take all necessary steps to confirm continuation of membership in the County's 1937 Act Retirement system on the same terms and conditions.

B. Assets. All Fire Department assets, including and not limited to real property, including the Fire Headquarters complex located at 180 South Water Street in Orange (but excepting the four deactivated fire stations located at 1502 South Greenville Street, Santa Ana; 12962 Dale Street, Garden Grove; 521 North Figueroa Street, Santa Ana; and 31411 La Matanza Street, San Juan Capistrano) and personal property and equipment and apparatus, whether or not located at fire stations, the Fire Headquarters complex, on equipment or otherwise shall transfer to the Authority in their "as is" condition as of the Effective Date. As part of the consideration for the County's Asset Transfer and contribution to the Authority of its SFF from the unincorporated area,

the Authority shall assume the Fire Department's obligation for payment of \$14.5 million to the County for purchase of Fire Department assets. The parties acknowledge that \$8.2 million remains owing, and that the Authority shall make a \$4.1 million payment by June 30, 1995 and a \$4.1 million payment by June 30, 1996.

C. Reserves. All Fire Department reserves, including the Fire Department's Fund 130 contingency, as shown in the County's 1994-95 Final Budget, shall transfer, unencumbered, to the Authority as of the Effective Date.

D. Contracts. Except for the SRA agreement with the California Department of Forestry and Fire Protection ("CDF"), all existing County agreements and contracts involving the Fire Department or its personnel, including but not limited to contracts with Structural Fire Fund and cash contract Cities, mutual aid agreements, automatic aid agreements, County island agreements, and entry, access and roadwork agreements, shall be assigned to the Authority as of the Effective Date, with any service or obligation to be provided or performed thereafter by the Authority. A list of all such contracts shall be developed during the transition period. The Authority agrees to assume all of County's obligations, duties and liabilities under said agreements and contracts. With respect to contracts between County and the Structural Fire Fund Cities and cash contract Cities, each City member hereby agrees to the assignment to the Authority and agrees to release County as of the Effective Date from any further obligations to any City member under said contracts upon assignment. As part of the

consideration for the County's Asset Transfer and contribution to the Authority of its SFF from the unincorporated area, the Authority agrees to subcontract with County for the provision of services to all areas within the County which have been designated as SRAs or enter into another arrangement on such terms as are acceptable to the CDF and the County. As additional consideration for the County's Asset Transfer and contribution of its SFF from the unincorporated area, the Authority further agrees to contract with the County for the Authority's provision of services to the County's unincorporated areas and for the Authority's provision of aircraft rescue fire fighting service to John Wayne Airport.

E. Records. Any and all business records and files, whether computer records, hard copy, microfilm or fiche, historical data, rosters, personnel records, organizational charts, job descriptions, deeds, easements, equipment logs, warranties, manuals and so forth, necessary or helpful to provide services shall be transferred by the County to the Authority during the transition period.

3. Authority Assumption of Liability. In further consideration for the County's Asset Transfer and contribution of its SFF from the unincorporated area, the Authority shall assume responsibility for any and all loss, litigation, liability, injury, damage, claim, demand, and tort or workers' compensation incidents that occur on or after the Effective Date. The County shall retain responsibility and liability for any and all such incidents that occur prior to the Effective Date and shall retain all risk management

reserves that have been set aside for such prior incidents. The Authority may contract with the County to receive risk management services on such terms as agreed to by the Authority and the County. Notwithstanding, the Authority acknowledges that it shall not be entitled to become a member of the County's self-insurance pool without the County's written consent.

ARTICLE IV.

FUNDING OF FIRE OPERATIONS

1. **General Budget.** Within sixty (60) days after the first meeting of the Board, a general budget for the first fiscal year shall be adopted by the vote of a majority of all of the Directors. The initial budget and each succeeding budget shall include, but not be limited to, the following: (a) the general administrative expenses, operating expenses and necessary reserves of the Authority to be incurred during the period covered by the budget; and (b) the allocation of costs among the members of the Authority in the amounts necessary to cover the budget items set out in 1. (a) above. Thereafter, at or prior to the last meeting of the Board for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all of the Directors of the Board. A written budget performance report shall be presented to the Board.

2. **Expenditures for the Approved Budget.** All expenditures within the designations and limitations of the approved general budget shall be made on the authorization of the Board for general budget expenditures without further action. No expenditures in excess of those budgeted shall be made without the approval of a majority of all of the Directors of the Board.

3. **Contributions for Budgeted Amounts.**

A. **Structural Fire Fund.** County receives Structural Fire Fund ("SFF") from the unincorporated area and all member Cities except Stanton, Tustin, San Clemente, Buena Park, Placentia, Westminster and Seal Beach. On behalf of the cities receiving SFF, and the unincorporated area, County shall pay all SFF it receives to the Authority to meet budget expenses and fund reserves in accordance with the County's normal tax apportionment procedures pursuant to the California Revenue and Taxation Code and the County's tax apportionment schedules.

B. **Cash Contract Cities.** As part of its annual budget process, the Authority shall determine amounts owing from cash contract Cities. Such amounts are due and payable within thirty (30) days of receipt of a billing therefor. Subject to the cap set forth in 3. E. below, the Authority shall make an adjustment in annual costs for its service to cash contract Cities to reflect the annual percentage change in the cost of fire system operations consistent with the cost calculation methodology in place on the Effective Date of the Authority, or the date they became members. Notwithstanding the

foregoing, the cost calculation methodology shall include the cost of any proportional share of any long term debt repayment obligations.

C. Participation In Maintenance and Replacement Programs. In addition to the cost calculation methodology set forth in B. above, and subject to the cap set forth in E. below, cash contract Cities shall pay (i) the cost of participation in the Authority's facilities maintenance program as set forth in Article VI., Section 1. C., (ii) the cost of participation in the Authority's vehicle replacement/depreciation program as set forth in Article VI., Section 1. D., and (iii) the cost of participation in the Authority's equipment replacement/depreciation program as set forth in Article VI., Section 1. D.

D. Responsibility For Capital Improvements. In addition to the cost calculated in B. and C. above, and irrespective of the cap in E. below, cash contract Cities shall be responsible for making Authority-required capital improvements to City-owned stations or facilities, as set forth in Article VI., Section 1. B. A capital improvement shall be any improvement or repair in excess of \$15,000.

E. Cap on Annual Adjustments. Except for the costs set forth in H. below and in Article VI., Section 1. B., no annual cost adjustment shall exceed three and a half percent (3.5%) in fiscal years 2000-2001 through 2004-2005, and four percent (4%) for the next five fiscal years, of the total charges for the preceding year. The determination of each city's annual adjustments shall be made as follows:

(1) For Placentia, Seal Beach, Stanton and Tustin:

(a.) The prior year's charge shall be adjusted by an amount which represents the percentage change in the cost of fire system operations as set forth in 3. B. above.

(b.) Any difference between that amount and the amount of increase allowable under the applicable cap shall then be applied to the City's financial obligation under the Authority's facilities maintenance program.

(c.) Any difference between the sum of those two amounts and the amount allowable under the applicable cap shall next be applied to the City's financial obligation under the Authority's equipment replacement/depreciation program.

(d.) Any difference between the sum of those three amounts and the amount of increase allowable under the applicable cap shall then be applied to the City's financial obligation under the Authority's vehicle replacement/depreciation program.

(2) For Buena Park, San Clemente and Westminster:

(a.) The prior year's charge, exclusive of vehicle replacement/depreciation costs, shall be adjusted by an amount which represents the percentage change in the cost of fire system operations as set forth in 3. B. above.

(b.) Any difference between that amount and the amount of increase allowable under the applicable cap shall then be applied to the City's financial obligation under the Authority's facilities maintenance program.

(c.) Any difference between the sum of those two amounts and the amount allowable under the applicable cap shall next be applied to the City's financial obligation under the Authority's equipment replacement/depreciation program.

(d.) Effective July 1, 2000, said cities shall continue to participate in the Authority's vehicle replacement/depreciation program on the terms and conditions in effect June 30, 2000; provided however, that the amount of any subsequent adjustment to an immediately preceding year's vehicle replacement/depreciation charge, when added to the adjustments set forth in a., b. and c. above, shall not exceed the applicable cap on the total charges for the preceding year.

F. Cost Basis For Next Year's Adjustment. The total annual adjustment, with the applicable cap set forth herein, shall constitute the basis for next year's annual adjustment.

G. Expiration of Cap. Notwithstanding any other provision of this Agreement, the Board of Directors, by two-thirds vote of all Directors, may adopt a new cost calculation methodology and/or a new cap for cash contract Cities, and/or a different membership term for all members, pursuant to Article VII., Section 1. B., to be operative July 1, of the first year of the next succeeding term. Any such changes must be adopted by board action no later than July 1, of the last year of the then current term.

H. New Resources To Cash Contract Cities. Notwithstanding the foregoing provisions, whenever new resources are committed to a cash contract City, the member shall pay the incremental company cost for such resources. The additional resources and increased cost shall not be implemented without consent of the member.

I. John Wayne Airport. Service levels and charges therefore for aircraft rescue firefighting services to John Wayne Airport shall be agreed upon by the Authority and the member having fire service jurisdiction.

J. Termination. Failure by any member to make payments when due constitutes grounds for expulsion from the Authority. Prior to expulsion, the Authority

shall provide written notice of its intention to expel such member if payment is not received within thirty (30) days of the date of such notice. Repeated failure to make payments when due shall constitute grounds for expulsion and/or imposition of an Authority-determined late fee. Alternatively, or in addition to the remedies set forth herein, the Authority may bring legal action to collect unpaid amounts.

4. **Equity**. Annually after the conclusion of each fiscal year and consideration of the audited financial statements for that year, and after consideration of the Authority's financial needs, the Board of Directors in its sole discretion shall determine whether sufficient unencumbered funds from that fiscal year are available for additional services or resources to Structural Fire Fund members. In the event the Board determines that (1) such funds are available, (2) a distribution is warranted, and (3) that it is appropriate to do so, it shall allocate those funds, or any portion thereof, to a restricted Structural Fire Fund Entitlement fund, as follows:

- A. The Authority shall use the general methodology employed in Model 2A of the 1999 Final Report by the Davis Group regarding "Equity Issues Related to the Financing of OCFA Services" to determine the relative status of Structural Fire Fund members as follows: A base period comparison for each member of cost to serve, on the one hand, and Structural Fire Fund contributions and cash contract charges, on the other, will be established, taking into account, the three-year average of consumption, population and

assessed valuation for the immediately preceding three fiscal years. Upon a two-thirds vote of all Directors representing Structural Fire Fund members, a different methodology may be used to determine the relative status of Structural Fire Fund members.

- B. The above-mentioned base period status of Structural Fire Fund members shall be compared to all members, without regard to the 10% variance factor in the Davis study.

- C. Those Structural Fire Fund members whose Structural Fire Fund revenues were greater than the cost to serve, based on the base period comparison in A. above, shall receive a pro rata allocation from the Entitlement fund, based on the relative amounts by which, respectively, those Structural Fire Fund revenues exceeded said cost to serve. In no event shall a Structural Fire Fund member receive allocations that exceed the average amount by which such revenues exceeded said cost to serve during the applicable base period.

Allocations from the Entitlement fund may thereafter be used for Board-approved and Authority-related service or resource enhancements to such Structural Fire Fund members.

No Structural Fire Fund member will be required to make additional payments for service on account of equity. No Structural Fire Fund member will be entitled to receive cash payments or reimbursements on account of equity.

5. **Approval of Bonded Indebtedness.** By a two-thirds vote of all members, the Authority may authorize the issuance of any long term bonded indebtedness. Any cash contract City that withdraws pursuant to Article VII. shall, after ceasing to be a member of the Authority, not be responsible for payment of its proportional share of any bonded indebtedness approved by the Authority. Short-term tax anticipation notes with a one-year (or shorter) term may be authorized by a majority vote of all of the directors of the Board.

6. **Authority Cooperation.** The Authority agrees to fully cooperate with each of the members in pursuing federal and state claims for emergency response reimbursements.

ARTICLE V.
ACCOUNTING AND AUDITS

1. **Accounting Procedures.** Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's auditor and treasurer shall comply strictly with requirements governing joint powers agencies, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500).

2. **Audit.** The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of the audited financial reports, with the opinion of the independent certified public accountant, shall be filed with the County Auditor, the State Controller and each member within six (6) months of the end of the fiscal year under examination.

ARTICLE VI.
PROPERTY RIGHTS

1. **Vehicles, Equipment, Facilities and Property.**

A. **Ownership.** Except as provided herein, all real and personal property, including but not limited to, facilities constructed, installed, acquired or leased by the Authority, apparatus and equipment, personnel and other records and any and all

reserve funds shall be held in the name of the Authority for the benefit of the members of the Authority in accordance with the terms of this Agreement. Fire stations that are owned by Cities shall be leased to the Authority for one dollar (\$1.00) per annum.

B. Capital Improvements. Capital improvements to cash contract city-owned stations or facilities, within their jurisdictions, shall be the responsibility of each member. Such capital improvements may be required by the Authority upon a determination by the Authority, after good faith consultation with a member agency, that such improvements are needed to protect the health, safety or welfare of Authority employees or to maintain the station in a state of operational readiness. Capital improvements to stations owned by the Authority shall be the responsibility of the Authority. For cash contract Cities, the construction of new stations or facilities, within and primarily benefiting their jurisdictions, shall be the responsibility of each city. Such construction shall meet reasonable standards and specifications prescribed by the Fire Chief.

C. Maintenance and Repairs. Each cash contract City shall make an initial payment to the Authority of \$15,000 for each fire station within its jurisdiction for maintenance and repairs not included in the original cost calculation methodology. The Authority shall carry forward unspent amounts to the next fiscal year. At the beginning of each fiscal year, said cities shall pay the Authority an amount sufficient to bring its balance back to \$15,000 for each such station.

D. Equipment and Vehicle Replacement/Depreciation Programs. Cash contract Cities shall participate in funding the Authority's equipment and vehicle replacement/depreciation programs. Such programs shall be administered fairly and equitably by the Authority and in accordance with Generally Accepted Accounting Principles.

2. **Disposition of Assets Upon Termination.** The Authority may vote to terminate this Agreement, or termination will occur if only one member is left in the Authority. If termination occurs, all surplus money and property of the Authority shall be conveyed or distributed to each member in proportion to all funds provided to the Authority by that member or by the County on behalf of that member during its membership, whether Structural Fire Fund or cash contract amounts. Each member shall execute any instruments of conveyance necessary to effectuate such distribution or transfer. In any such distribution, the amount of Structural Fire Fund derived from each incorporated or unincorporated city areas shall be considered as received from that member in the same manner as cash contract payments have contributed to surplus assets.

3. **Liabilities.** Except as otherwise provided herein, the debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the parties of this Agreement.

4. **Indemnification and Insurance.**

A. Except as provided in Article VI., Section 4. E. below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the Cities and their officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all

expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to the performance of services pursuant to this Agreement.

B. Except as provided in Article VI., Section 4. E. below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the County's officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to any Fire Department contract or agreement assumed by or otherwise transferred to the Authority.

C. Except as provided in Article VI., Section 4. E. below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the County's officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to any Fire Department asset to be transferred to the Authority, including but not limited to real property, personal property, equipment and apparatus.

D. From and after the Effective Date, the Authority shall maintain during the term of this Agreement, workers' compensation insurance as required by law and, in addition, general comprehensive liability insurance in the minimum limit of

\$5,000,000 combined single limit per occurrence and annual aggregate. Each of the Authority members shall be named as an additional insured on the general comprehensive liability policy. Alternatively, the Authority may self-insure. Prior to the Effective Date, the Authority shall provide the County with certificates of insurance or proof of self-insurance evidencing the coverage referred to in this Section 4. D. Such insurance is a condition precedent to performance under this Agreement, and until the Authority obtains insurance as provided for in this Section 4. D., performance under this Agreement is excused and no member shall have any right against any other member in equity or law.

E. From and after the Effective Date, the County shall defend, indemnify and hold harmless the Authority and each City member and their officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of the Fire Department's actions or omissions prior to the Effective Date hereof which are related to the provision of fire services or to the administration of Fire Department contracts, facilities, sites or assets, and which may include past, present or ongoing, or any future release of any hazardous material, hazardous substance or hazardous waste as defined under state and federal law or regulation. The Authority and the Cities agree that the County's obligations under this Section 4. E. shall only apply to costs, losses, damage, injuries, claims, demands,

litigation or liabilities for which a written claim has been received by the County prior to February 3, 2000.

F. Notwithstanding Article VI., Section 4, the members agree that no immunity available to the County or the Cities under state or federal law or regulation shall be waived with respect to any third party claim.

ARTICLE VII.

WITHDRAWAL AND ADDITION OF MEMBERS

1. City Member Withdrawal.

A. Initial Term. Cities shall be members of the Authority for an initial 10-year term. For Structural Fire Fund cities, the initial 10-year term shall begin on July 1, 2000 and end on June 30, 2010. For a cash contract City, the first 10-year term shall begin on July 1, 2000, only upon the consent of such city. Cash contract Cities that do not give such approval by July 1, 2000 shall give notice of withdrawal to the Clerk of the Authority by July 1, 2000, to be effective July 1, 2001. Failure to provide such notice shall be deemed that city's consent to a 10-year term, beginning July 1, 2000.

Provided however, that the Cities of Stanton, Westminster and Buena Park may withdraw from the Authority by giving notice of withdrawal to the Clerk of the Authority by December 31, 2000, to be effective December 31, 2001. Failure to provide

such notice shall be deemed that city's consent to a 10-year term beginning July 1, 2000.

Notwithstanding the foregoing paragraph, those three cities shall give notice of their respective intentions within thirty (30) days of completion of any study undertaken to consider creation of any alternative fire service organization.

Notwithstanding Article IX., Section 4., this Agreement shall not be amended prior to December 31, 2000.

No Authority time or funds shall be spent negotiating service levels with those three cities prior to such city's decision to remain members of the Authority.

B. Subsequent Terms. Membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any city may give notice of withdrawal by transmitting written notice of such withdrawal to the clerk of the Authority prior to July 1 of the second to last year of any term.

(2) If the Board, by two-thirds vote of all Directors, adopts a new cost calculation methodology and/or a new cap for cash contract Cities, pursuant to Article IV., Section 3. G., then those cities shall have until June 30 of the last year of the

then current term to give written notice to the clerk of the Authority of their intent to renew.

(3) If the Board, by two-thirds vote of all Directors, adopts a different minimum membership term pursuant to Article IV., Section 3. G., then cities shall have until June 30 of the last year of the then current term to give written notice to the clerk of the Authority of their intent to renew.

Cities that do not give the notice required by B. (2) and (3) above shall be deemed to have elected to withdraw, effective June 30 of the first year of the next succeeding term. Until the effective date of withdrawal, such cities shall be governed by the changes adopted by the Board.

C. Removal From Board After Notice of Withdrawal. In the event a notice of withdrawal is given by a city, or deemed to have been given, that city's representative shall be removed from the Board of Directors.

D. Rescission of Notice. Any notices required hereunder may be rescinded by the member with approval of the Board of Directors.

E. Property Tax Transfer Negotiations. Withdrawal by a Structural Fire Fund city may be subject to property tax transfer negotiations and such additional notices as required by applicable law.

2. Addition of New City Members. Notwithstanding any other provisions herein, a non-member City may join the Authority upon consent of a majority of all of the Directors of the Board and agreement to terms and conditions determined by the Board, which terms and conditions may vary from those set forth in this Agreement. A new City member may be required to transfer to the Authority its fire facilities and assets or to reimburse the Authority for a proportionate share of facilities which the new City will utilize. As a condition of membership, a city may also be required to accept responsibility for a proportion of the debts, obligations, and liabilities of the Authority from its transferred facilities, to the extent agreed upon by the Authority and the new member at the time of membership. The Authority Board may determine to waive all or part of such contribution requirements in return for an offsetting transfer of the new member's fire facilities and assets to the Authority.

3. Withdrawal of County. County shall be a member of the Authority for an initial 10-year term beginning on July 1, 2000 and ending June 30, 2010. Said term shall automatically renew for successive terms in accordance with and subject to the same provisions and exceptions applicable to cities in Section 1. B. and C. In the event of withdrawal, the County shall remain liable for payment of the Structural Fire Fund's

proportional share of any bonded indebtedness of the Authority incurred prior to the date of its withdrawal.

4. **Property of Withdrawing Members.** Any withdrawing member may negotiate with the Authority for return or repurchase of any and all stations and equipment serving that member's jurisdiction.

ARTICLE VIII.

TRANSITION TO AUTHORITY

The cities and County shall designate a transition team to implement the transfer of assets and liabilities hereunder, to prepare for the Authority's organizational meeting, and to direct the transition of administrative services from the County to the Authority.

ARTICLE IX.

NOTICE OF AGREEMENT

1. **Initial Notice.** Upon the Effective Date of this Agreement, the Authority shall timely file with the Orange County Clerk and the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.

2. **Additional Notices.** Upon any amendments to this Agreement, the Authority shall prepare and timely file with the Orange County Clerk and the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.

3. **Notice to Members.** Notice to members shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address/or fax number set out by their signatures.

4. **Amendment.** This Agreement may not be amended or modified except by a vote of two-thirds of all of the members; provided however, that no amendment shall change the cap, the cost calculation methodology or the length of a term, during the pendency of any term. This Agreement represents the sole and entire agreement between the parties and supersedes all prior agreements, negotiations and discussions between the parties hereto and/or their respective counsel with respect to the subject matter of this Agreement.

5. **Headings.** The headings in this Agreement are for convenience only and are not to be construed as modifying or explaining the language in the section referred to.

6. **Severability.** Should any part, term, or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.

7. **No Continuing Waiver.** No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.

8. **Successors.** This Agreement shall inure to the benefit of and be binding upon any successors or assigns of the members. No member may assign any right or obligation hereunder without the written consent of a majority of all of the Directors of the Board.

9. **No Third Party Beneficiary.** The members agree that except as provided in Article IX., Section 8 above, the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this Agreement.

CITY OF GARDEN GROVE

Dated: _____

Steven R. Jones
Mayor

ATTEST:

Teresa Pomeroy
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Garden Grove
12222 Acacia Parkway
Garden Grove, CA 92840

Phone: (714) 741-5100
Fax: (714) 741-5205

APPROVED AS TO FORM:

Daphne M. Anneet
Special Counsel
Burke, Williams & Sorensen LP

FIRST AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT

ORANGE COUNTY FIRE AUTHORITY

This First Amendment ("Amendment") to the Amended Joint Powers Authority Agreement (herein referred to as "Agreement"), effective July 1, 2010, is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("Authority").

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and Cities had entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of

Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the parties and is incorporated herein by reference; and

WHEREAS, the members wish to amend the 1999 Amended Agreement as set forth below and extend all other unamended terms of said Agreement.

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement as follows:

AGREEMENT

1. *Article IV, Sections 3.B., C. and E. are amended to read as follows:*

"B. Cash Contract Cities. As part of its annual budget process, the Authority shall determine the amounts owing from cash contract Cities. This amount shall be referred to as the "Service Charge." It shall consist solely of the annual cost for operational services (i.e., General Fund costs) consistent with the cost calculation methodology in place on the Effective Date of the Authority, or such later date as a cash contract City became a member, and will include the annual percentage change in the

cost of fire system operations. This amount shall be subject to the cap set forth in 3.E. below. The Service Charge shall not include any of the following: (1) the amortized installments of the 2010 Shortfall set forth and defined in Article IV, Section 3.B.; (2) facilities maintenance costs, as defined in Article VI, Section 1.C.; (3) vehicle replacement costs, as defined in Article VI, Section 1.D.; and (4) the Five-Year Shortfall in excess of seven and one half percent (7.5%) owed by any City as set forth in Article IV, Section 3.F. only in the first year that such payment is owed. Notwithstanding the foregoing, the cost calculation methodology shall include the cost of any proportional share of any long term debt repayment obligations. Cash contract Cities shall be billed quarterly and in arrears for services after services have been performed and such amounts are due and payable within thirty (30) days from receipt of a billing therefor.

Additionally and irrespective of the cap set forth in Article IV, Section 3.E., each cash contract City shall pay the "2010 Shortfall." The "2010 Shortfall" is the difference between the actual Authority cost of operational services to the respective cash contract City for fiscal year 2009/2010 and the capped cost of those services. Beginning July 1, 2010, each cash contract City shall pay its 2010 Shortfall by means of equal quarterly payments that will be amortized over the period of July 1, 2010 to June 30, 2020.

C. Participation in Maintenance and Replacement Programs. In addition to the cost calculation methodology set forth in Section B. above, and irrespective of the cap set forth in E. below, cash contract Cities shall pay (1) the cost of participation in the Authority's facilities maintenance program as set forth in Article VI,

Section 1.C., and (2) the cost of participation in the Authority's vehicle replacement / depreciation program as set forth in Article VI, Section 1.D.

* * *

E. Cap on Annual Adjustments. Except for the costs excluded from the Service Charge as set forth in Article IV, Section 3.B. and the costs set forth in Article IV, Section 3.H. and Article VI, Section 1.B., no annual cost adjustment to the Service Charge shall exceed four and one half percent (4.5%) of the annual cost for operational services provided to the City for the preceding year. In any year in which the actual cost increase for operational services exceeds four and one half percent (4.5%), the excess amount shall be recorded (i.e., banked) and paid in a subsequent year in which the Service Charge cost adjustment is less than the four and one half percent (4.5%) cap. If only a portion of this excess amount can be paid in one year while remaining under the four and one half percent (4.5%) cap for that year, the remainder shall be carried over from year to year until it is paid in its entirety."

2. *Article IV, Sections 3.E.(1) and (2) are deleted.*

3. *Article IV, Section 3. F. shall be replaced with the following:*

"F. Modifications to the Service Charge. Beginning with fiscal year 2014/2015, and every five years thereafter, data will be compiled to review the actual

Authority cost for operational services for that fiscal year compared to the capped Service Charge for each cash contract City for that year. The difference between these amounts shall be referred to as the "Five-Year Shortfall."

The data will be reviewed and analyzed jointly by the City Managers' Technical Advisory Committee and City Managers' Budget & Finance Committee to confirm the amount of the Five-Year Shortfall, if any, and to determine whether that amount has exceeded the percentage thresholds set forth below which would in turn trigger an adjustment of the Service Charge. If, after reviewing the data which has been compiled, the joint Committees and the Authority cannot agree on the calculations or the data used to calculate the amount of the Five-Year Shortfall, the Authority reserves the right to retain an independent auditor to review the calculations and data. The independent auditor's results as to the calculated amount of the Five-Year Shortfall shall be final and binding.

Modifications to the Service Charge, if any, shall be as follows. If the Five-Year Shortfall is less than seven and one half percent (7.5%) of the actual annual Authority costs, for a cash contract City, no additional amounts shall be owed by the City. If any Five-Year Shortfall exceeds seven and one half percent (7.5%), a cash contract City shall pay for the portion of the shortfall necessary to reduce the shortfall below seven and one half percent (7.5%). If the Five-Year Shortfall is between seven and one half percent (7.5%) and fifteen percent (15%), the amount shall be paid in its entirety in the following fiscal year. If the Five-Year Shortfall is more than fifteen percent (15%), that amount shall be paid through equal amortized installments over the subsequent five year period. Payment of the Five-Year Shortfall in excess of seven and

one half percent (7.5%) shall be excluded from the Service Charge only in the first year in which such payment is owed. The calculated Five-Year Shortfall amount paid shall be added to the Service Charge in the subsequent years.”

4. *Article IV, Section 4.D. shall be added to read as follows:*

“D. Notwithstanding the foregoing, 50 percent of any unencumbered funds, as determined by the annual audited financial statements, shall be allocated to the Structural Fire Fund Entitlement Fund at every ten year interval beginning with fiscal year 2010/2011, unless it is determined by unanimous vote of the Directors representing structural fire fund members that a fiscal hardship would thereby result. Those monies shall be distributed in a manner consistent with the methodologies, criteria and purposes described in this Section 4.A. through 4.C. above. In the event of a finding of fiscal hardship, the 50 percent allocation shall be made during the subsequent fiscal year unless another finding of fiscal hardship is determined as described above.”

5. *Article VI, Section 1.C. is amended to read as follows:*

“C. Maintenance and Repairs. Each cash contract City shall make an initial payment to the Authority of \$15,000 for each fire station within its jurisdiction for maintenance and repairs. The Authority shall carry forward unspent amounts to the next fiscal year. At the beginning of the fiscal year, said cities shall pay the Authority an

amount sufficient to bring its balance back to \$15,000 for such station (referred to below as the "Station's \$15,000 Maintenance Account").

(1) Funds shall be expended in accordance with the following procedure:

(a) Minor maintenance or repairs costing less than \$1,000 are funded through the cash contract City's base Service Charge and, therefore, shall be paid by the Authority out of its General Fund. These repairs will not be charged to the Station's \$15,000 Maintenance Account.

(b) Maintenance, repair, alteration, or improvement projects greater than \$1,000 but less than the remaining balance in the Station's \$15,000 Maintenance Account shall be paid from the Station's Maintenance Account.

(c) Maintenance, repair, alteration, or improvement projects exceeding the remaining balance in the Station's \$15,000 Maintenance Account are considered capital improvements and additional funding that is necessary to pay for such improvements shall be the responsibility of the City.

(2) At its discretion, a cash contract City with multiple fire stations may allocate all or a portion of the balance of one Station's \$15,000 Maintenance Account to another station within the City provided the balance of each station be restored to \$15,000 at the beginning of the following fiscal year."

6. Article VII, Sections 1.A. and B. are amended to read as follows:

"A. Term. Cities shall be members of the Authority for a 20-year term commencing July 1, 2010. For Structural Fire Fund cities, the initial 20-year term shall begin on July 1, 2010 and end on June 30, 2030. For a cash contract City, the first 20-year term shall begin on July 1, 2010, only upon the consent of such city. Cash contract Cities that do not give such approval by June 30, 2010 shall give notice of withdrawal to the Clerk of the Authority by June 30, 2010, to be effective July 1, 2010. Failure to provide such notice shall be deemed that City's consent to a 20-year term, beginning July 1, 2010 subject to the ability to withdraw after the first ten years as set forth in Section B. below.

B. Subsequent Terms. Twenty-year membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any city may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

7. Article VII, Section 1.F. shall be added to read as follows:

"F. Negotiation of Terms Upon Notice of Withdrawal. Upon providing notice of withdrawal, a cash contract City may negotiate with the Authority regarding modifications to its payment obligation. If the City and the Authority are unable to reach agreement regarding modified payment terms, the balance of any shortfall that may have accumulated during a City's ten-year period of membership shall be paid upon withdrawal."

8. *Article VII, Section 3 is amended to read as follows:*

"3. Withdrawal of County. County shall be a member of the Authority for a term of twenty years beginning on July 1, 2010 and continuing to June 30, 2030. Said term shall automatically renew for successive terms in accordance with and subject to the same provisions and exceptions applicable to Cities in Section 1.B. and C. In the event of withdrawal, the County shall remain liable for payment of the Structural Fire Fund's proportional share of any bonded indebtedness of the Authority incurred prior to the date of its withdrawal."

9. *All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter, or amend the Agreement in any other way whatsoever.*

**SECOND AMENDMENT TO AMENDED ORANGE COUNTY FIRE AUTHORITY
JOINT POWERS AGREEMENT**

This Second Amendment ("Second Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Second Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when executed by a sixteenth member; provided that if a sixteenth member has not executed this Second Amendment by June 30, 2014, then it shall be void and shall not go into effect.

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, the members wish to amend the 1999 Amended Agreement and the First Amendment as set forth below to modify their joint financing of the Fire Services to promote financing equity among the members, to preserve the existing membership, to better assure future revenues that will continue to support the provision of high quality of Fire Services throughout the Authority's service area, and retain all other unamended terms of the 1999 Amended Agreement and First Amendment.

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement and First Amendment as follows:

AGREEMENT

1. *Article IV, Section 3, Subdivision A shall be amended to read as follows:*

A. Structural Fire Fund; Cash Contract Cities. County receives Structural Fire Fund property taxes ("SFF") from the unincorporated area and from properties located within the following member Cities: Irvine, Dana Point, Laguna Hills, Laguna Woods, Laguna Niguel, La Palma, Mission Viejo, San Juan Capistrano, Villa Park, Yorba Linda, Cypress, Los Alamitos, Lake Forest, Rancho Santa Margarita, and Aliso Viejo. These cities and the County together make up the "SFF Jurisdictions." On behalf of the cities from which the County receives SFF, and the unincorporated area, County shall pay all SFF it receives to the Authority to meet budget expenses and fund reserves in accordance with the County's normal tax apportionment procedures pursuant to the California Revenue and Taxation Code and the County's tax apportionment schedules. The member Cities which the County does not receive SFF are Santa Ana, Stanton, Tustin, Buena Park, Placentia, Westminster, Seal Beach, and San Clemente (collectively, "Cash Contract Cities")

2. *Article IV, Section 4 shall be deleted in its entirety and replaced with the following new Section 4:*

4. Equity. The following calculations and actions shall be performed by the Authority each fiscal year:

A. **Over-Funded Structural Fire Fund (SFF) Jurisdictions.**

(1) The total estimated property tax revenue levied and allocated to the Authority, prior to accounting for delinquencies, and including secured, unsecured, nonoperating utility (SBE), and homeowner's exemptions shall be determined ("Total SFF Revenue Figure"). For the FY 2012/13 this amount was stated as \$179,768,901.52 in the Auditor-Controller Report titled

"AT68AD-73 Orange County Auditor Controller Accumulation of Combined Prior Year Levy and Current Year ATI" as the "Total SFF Revenue Figure."

(2) The total Assessed Value, net of successor agency former project area incremental value, for all SFF jurisdictions shall be determined (the "Total AV Figure"). For the FY 2012/13 this amount was stated as \$155,506,390,761 in the Auditor-Controller report titled ***"AT04VC-74 Orange County Auditor Controller District Values Used to Set Tax Rates"*** and was identified as the "Total L&I (Land and Improvements), Total Secured and Unsecured Value for the Orange County Fire Authority Total Jurisdiction."

(3) The Total AV Figure shall be multiplied by 1% (the basic levy tax rate) to determine the total value of the 1% basic levy for all SFF Jurisdictions for the fiscal year (the "SFF Basic Levy Figure"). For reference, in FY 2012/13, this calculated figure was \$1,555,063,907.61.

(4) The Total SFF Revenue Figure shall be divided by the SFF Basic Levy Figure for the same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Average SFF Rate" for the fiscal year. For reference, in FY 2012/13 the Average SFF Rate was 11.56%. The 2012/13 calculation is as follows:

$$\text{\$179,761,551.52} / \text{\$1,555,063,907.61} = 0.115602$$

(5) A "Jurisdictional SFF Rate" shall be determined for each SFF Jurisdiction as follows:

- a. The total property tax revenue allocated from all tax rate areas in the SFF Jurisdiction to the Authority, prior to accounting for delinquencies, and including secured, unsecured, utility (SBE), and homeowner's exemptions, but excluding revenue on successor

agency incremental value in tax rate areas assigned to former redevelopment agencies, shall be determined ("Jurisdictional SFF Revenue Figure"). By way of example, for FY 2012/13 this determination would be made by (1) taking, for each tax rate area in the SFF Jurisdiction, the total assessed value of the tax rate area as reported in the Auditor Controller TRA Summary Detail Reports for the secured, unsecured, SBE, and homeowner's exemptions, (2) multiplying the total assessed value by 1%, and (3) multiplying the product by the Authority's share of the general levy tax rate in the tax rate area as stated in the "Auditor Controller Report AT68AH71 Section 99 Factor Report by TRA," which would yield property tax revenue allocated from that tax rate area to the Authority. This calculation would be made for all tax rate areas within the SFF Jurisdiction, and the results would be added together to yield the Jurisdictional SFF Revenue Figure.

- b. The total Assessed Value, net of successor agency former project area incremental value (AV), for the SFF Jurisdiction shall be determined (the "Jurisdictional AV Figure").
- c. The Jurisdictional AV Figure shall be multiplied by 1% to determine the total value of the 1% basic levy of the SFF Jurisdiction for the fiscal year (the "Jurisdictional Basic Levy Figure").
- d. The Jurisdictional SFF Revenue Figure shall be divided by the Jurisdictional Basic Levy Figure for the

same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Jurisdictional SFF Rate" for the fiscal year.

(6) For those SFF Jurisdictions whose Jurisdictional SFF Rate is greater than the Average SFF Rate ("the Over-Funded SFF Jurisdictions"), a Jurisdictional Equity Adjustment Payment ("JEAP") shall be calculated using the data sources cited above and the following formula:

$$(\text{Jurisdictional SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.01) - (\text{Average SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.1)$$

(7) The JEAPs calculated in subdivision (6) shall be paid by the Authority in two equal payments in December and April each fiscal year, provided that the Authority has received its distribution of property tax revenues in or before such months.

(8) The JEAP payments in subdivision (6) shall be made according to the following phase-in schedule:

<u>Fiscal Year</u>	<u>Irvine</u>	<u>Other Jurisdictions</u>
FY 2013/14	100%	0%
FY 2014/15	100% (a)	25%
FY 2015/16	100% (b)	50%
FY 2016/17	100%	75%
FY 2017/18 and thereafter	100%	100%

a. The timing of payment for FY 2014/15 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (Operating Revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. (For purposes of this Agreement "Operating Revenues" includes Unrestricted General Fund Revenues and SFF revenues. If the General Fund is not

balanced, as defined above, then 25% of the calculated JEAP will be paid to the City of Irvine in FY 2014/15, and the remaining 75% will be paid to the City of Irvine no later than FY 2016/17. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include interest.

b. The timing of payment for FY 2015/16 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (operating revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. If the General Fund is not balanced, as defined above, then 50% of the calculated JEAP will be paid to the City of Irvine in FY 2015/16, and the remaining 50% will be paid to the City no later than FY 2017/18. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include any interest.

(9) Neither Cash Contract Cities nor SFF jurisdictions that are not determined to be Over-Funded SFF Jurisdictions by these calculations shall receive any JEAP, nor will they be required to make additional payments to the Authority due to these calculations. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs paid pursuant to this Section 4.

B. Additional Equity Adjustment for SFF Revenue from the City of Irvine. The following calculations and actions shall be performed by the Authority each fiscal year:

(1) Beginning with Fiscal Year 2013/14, the City of Irvine shall receive an additional JEAP equal to the amount, if any, that the

Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP payment calculated in Section 4.A(6), exceeds that year's corresponding annual Not-To-Exceed amount ("NTE") as set forth in Section 4.B(2) below.

(2) The NTE for Fiscal Year 2013/14 shall be the amount of base SFF revenue that the Authority received from properties located within the City of Irvine jurisdiction in the Fiscal Year 2012/13, which was \$59,635,863, plus 3.5%. The NTE shall increase each fiscal year by 3.5%. The NTE for each fiscal year from 2013/14 to 2029/30 for the City of Irvine is therefore as follows:

FY 2013/14 SFF Revenue NTE:	\$59,635,863 X 1.035 = \$61,723,118
FY 2014/15 SFF Revenue NTE:	\$61,723,118 X 1.035 = \$63,883,427
FY 2015/16 SFF Revenue NTE:	\$63,883,427 X 1.035 = \$66,119,347
FY 2016/17 SFF Revenue NTE:	\$66,119,347 X 1.035 = \$68,433,524
FY 2017/18 SFF Revenue NTE:	\$68,433,524 X 1.035 = \$70,828,697
FY 2018/19 SFF Revenue NTE:	\$70,828,697 X 1.035 = \$73,307,701
FY 2019/20 SFF Revenue NTE:	\$73,307,701 X 1.035 = \$75,873,471
FY 2020/21 SFF Revenue NTE:	\$75,873,471 X 1.035 = \$78,529,042
FY 2021/22 SFF Revenue NTE:	\$78,529,042 X 1.035 = \$81,277,558
FY 2022/23 SFF Revenue NTE:	\$81,277,558 X 1.035 = \$84,122,273
FY 2023/24 SFF Revenue NTE:	\$84,122,273 X 1.035 = \$87,066,553
FY 2024/25 SFF Revenue NTE:	\$87,066,553 X 1.035 = \$90,113,882
FY 2025/26 SFF Revenue NTE:	\$90,113,882 X 1.035 = \$93,267,868
FY 2026/27 SFF Revenue NTE:	\$93,267,868 X 1.035 = \$96,532,243
FY 2027/28 SFF Revenue NTE:	\$96,532,243 X 1.035 = \$99,910,872
FY 2028/29 SFF Revenue NTE:	\$99,910,872 X 1.035 = \$103,407,753
FY 2029/30 SFF Revenue NTE:	\$103,407,753 X 1.035 = \$107,027,024

(3) In any fiscal year in which the Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP calculated in Section 4.A(6), is greater than the NTE provided in Section 4.B.(2), the excess revenue shall be paid to the City of Irvine as an additional JEAP.

(4) Payment of this additional JEAP shall be made by the Authority to the City of Irvine in two equal payments in December and April of each fiscal year, provided that the Authority has received its distribution of the SFF in such months.

(5) Neither Cash Contract Cities nor SFF jurisdictions other than Irvine shall receive any additional JEAP as described in this Section 4.B., nor will they be required to make additional payments to the Authority due to these calculations or payments. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs or additional JEAPs paid pursuant to this Section 4.

C. Sources of JEAP Funds; Remedies; Amendment.

(1) Payments of JEAPs shall be made to the Over-Funded SFF jurisdictions from unrestricted revenues of the Authority (the "Unrestricted OCFA General Fund Revenues") provided that the use of said Unrestricted OCFA General Fund Revenues is not prohibited by any Federal or State law or regulation nor would the use violate the terms or restrictions contained in any grant or other agreement restricting the use of the designated revenue sources. For purposes of clarity, JEAPs shall be paid from the annual service charges paid by the Cash Contract Cities as well as from other non-property tax sources of unrestricted funds. SFF are restricted funds and shall not be used to pay JEAPs. No Cash Contract City annual service charges shall be increased to pay JEAPs.

(2) If a legal challenge is brought challenging this Second Amendment, the JEAPs shall continue to be calculated as provided in this Second Amendment. The Authority shall open a separate account into which the JEAPs shall be deposited, which shall bear interest at the same rate as the Authority's other authorized investments. The Authority shall provide an

accounting to the Over-Funded SFF Jurisdictions upon each JEAP deposit. The JEAPs so deposited into this account shall remain there until the resolution of the legal challenge. If this Second Amendment remains valid after the resolution of such legal challenge, all of the funds accumulated in such account shall be paid, with accrued interest, to the Over-Funded SFF Jurisdiction(s) and the Authority shall provide an accounting therefore.

(3) The City of Irvine may, notwithstanding Article VII, Section 1 of the 1999 Amended Agreement as amended by the First Amendment and this Second Amendment, withdraw from the Authority by transmitting written notice of its withdrawal to the Clerk of the Authority. Such notice shall provide at least two years' notice of the withdrawal, but the notice period may be more than two years, at the City of Irvine's discretion. The withdrawal shall be effective upon the expiration of the notice period in the notice of withdrawal, although in no case may the City of Irvine withdraw before June 30, 2020. This withdrawal provision applies to the following situations only: (1) a final judgment is entered declaring this Second Amendment to be void or otherwise affects a material term of this Second Amendment and the time in which to appeal such final judgment has passed; (2) the members approve any modification to this Second Amendment which the City of Irvine does not vote to approve; (3) there is a change in state legislation which prevents or reduces the payment of JEAPs to the City of Irvine as prescribed by this Second Amendment; or (4) the Authority materially breaches this Second Amendment. This provision shall not be interpreted to limit the remedies otherwise available to the City of Irvine if the Authority otherwise fails to make payment of the JEAPs when it is authorized to do so under this Second Amendment.

(4) This Second Amendment can only be amended if approved by two-thirds of the members of the Authority.

3. Article VII, Sections 1.A. and B. are deleted in their entirety and replaced with the following:

A. Term. Cities shall be members of the Authority for a 20-year term commencing July 1, 2010. For Structural Fire Fund cities, the initial 20-year term shall begin on July 1, 2010 and end on June 30, 2030. For a Cash Contract City, the first 20-year term shall begin on July 1, 2010, only upon the consent of such City. Cash contract Cities that do not give such approval by June 30, 2010 shall give notice of withdrawal to the Clerk of the Authority by June 30, 2010, to be effective July 1, 2010. Failure to provide such notice shall be deemed that City's consent to a 20-year term, beginning July 1, 2010 subject to the ability to withdraw after the first ten years as set forth in Section B. below.

B. Subsequent Terms. Twenty-year membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any City may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

(2) Notwithstanding the preceding subsection (B)(1), in exchange for the JEAPs described in Article IV, Section 4, the City of Irvine shall not have the option to withdraw in 2020, except as provided in Article IV, Section 4(C)(3), or if the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made. In the event that the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made, the City of Irvine will be notified in writing by the Authority of this

condition as soon after July 1, 2018 as practicable, and in no event later than January 1, 2019. In that event, the City of Irvine will be able to withdraw in 2020 by providing written notice of such withdrawal no later than July 1, 2019. For purposes of clarity, the City of Irvine shall have the option to withdraw in 2030 and every ten years thereafter by complying with the notice provisions in subsection (B)(1) above.

4. This Second Amendment amends, as set forth herein, the 1999 Amended Agreement and the First Amendment and except as specifically amended herein, the 1999 Amended Agreement and the First Amendment shall remain in full force and effect. To the extent there is any conflict between this Second Amendment and the 1999 Amended Agreement and First Amendment, the terms and conditions contained in this Second Amendment shall control.

Overtaken by Court
March 15, 2016

**THIRD AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT
ORANGE COUNTY FIRE AUTHORITY**

This Third Amendment ("Third Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority").

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, on July 1, 2010, the members entered into a First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the members entered into the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. Litigation has been filed by the County challenging the validity of the Second Amendment, and the litigation remains unresolved as of the date of this Third Amendment;

WHEREAS, the parties wish to adopt this Third Amendment to eliminate alternative Board directors;

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement as follows:

AGREEMENT

1. *Article II, Section 2 of the 1999 Amended Agreement shall be amended to read as follows:*

2. **Designation of Directors.** Each member by resolution of its governing body shall designate and appoint one representative to act as its Director on the Authority Board of Directors (the "Board"), except the County whose Board of Supervisors shall appoint two representatives to act as its Directors. Each representative shall be a current elected member of the governing body. Each Director shall hold office until the selection of a successor by the appointing body. ~~Each member shall also appoint an alternate to act in each Director's absence. Each alternate shall be a current elected representative of the governing board of the member.~~ Each Director ~~and alternate~~ shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body. Any vacancy shall be filled in the same manner as the original appointment of a Director ~~and/or alternate~~. With approval of the Board, a Director ~~or alternate~~

may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.

2. *Article II, Section 5 of the 1999 Amended Agreement shall be amended to read as follows:*

5. **Quorum; Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Authority. Each Director, ~~or alternate in the absence of any voting Director,~~ shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Authority.

3. **Effective Date.** *This Third Amendment requires the approval of at least two thirds of the members to go into effect, and it shall be effective on the date of approval by a sixteenth member.*

**FOURTH AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT
ORANGE COUNTY FIRE AUTHORITY**

This Fourth Amendment ("Fourth Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Fourth Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when approved by a sixteenth member.

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the required number of member agencies approved the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. However, a final court judgment subsequently invalidated the Second Amendment, so the Second Amendment became, and remains, inoperative; and

WHEREAS, on July 14, 2015, the required number of member agencies approved the Third Amendment to the Amended Joint Powers Agreement ("Third Amendment") to eliminate alternative Board Directors;

WHEREAS, the Amended Joint Powers Agreement, as amended by the First Amendment and Third Amendment, is referred to herein as the "Amended Joint Powers Agreement and Its Operative Amendments";

WHEREAS, the members wish to adopt this Fourth Amendment to the Amended Joint Powers Agreement and Its Operative Amendments to formalize the OCFA's commitment to its "snowball" accelerated pension liability paydown plan on the terms and conditions set forth herein.

NOW THEREFORE, the members agree to amend the Amended Joint Powers Agreement and Its Operative Amendments as follows:

AGREEMENT

1. *Article IV of the Amended Joint Powers Authority Agreement and Its Operative Amendments is amended to add Section 7, to read as follows:*

7. Payments to Reduce Unfunded Pension Liability.

A. Except as provided in subsection C, the OCFA Board shall appropriate funds in its budget annually consistent with, or greater than, the budgetary payments called for in the “snowball” accelerated pension liability paydown plan approved by the OCFA Board of Directors on September 26, 2013, and amended on November 19, 2015, November 17, 2016, and March 23, 2017.

B. Payments will be greater than those appropriated in the OCFA’s budget annually when triggered by a Net General Fund Surplus (per the Financial Stability Budget Policy). Payments from the “Net General Fund Surplus” are hereby deemed as derived from revenues received by overfunded structural fire fund cities as determined by the equity calculation required under Article IV, Section 4 – Equity.

C. Appropriations and payments required by subsection A and B may be reduced to the extent the Board determines, by vote approved by two-thirds of the Board, is necessary to address a fiscal hardship.

1) For purposes of this section, “fiscal hardship” shall refer to a substantial reduction in OCFA anticipated revenue and/or a significant increase in anticipated expenses that are beyond the reasonable control of the OCFA Board.

2. *This Fourth Amendment amends the 1999 Amended Agreement and Its Operative Amendments, and except as specifically amended herein, the 1999 Amended Agreement And its Operative Amendments shall remain in full force and effect.*

[SIGNATURES ON FOLLOWING PAGES]

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GARDEN GROVE
APPROVING THE MEMORANDUM OF UNDERSTANDING
ON TERMS AND CONDITIONS FOR THE TRANSITION OF PERSONNEL
TO THE ORANGE COUNTY FIRE AUTHORITY
BY AND BETWEEN
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2005
AND THE CITY OF GARDEN GROVE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

1. That the Memorandum of Understanding by and between the Garden Grove Fire Fighters Association and the City of Garden Grove, and signed by the President on behalf of the Garden Grove Fire Fighters Association, and the City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE
AND
THE GARDEN GROVE FIRE FIGHTERS, LOCAL 2005
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Garden Grove Fire Fighters, Local 2005, International Association of Fire Fighters ("Union").

WHEREAS, Union is the recognized employee organization for designated classifications of safety employees employed by the City in the City's Fire Department whose rights and interests are affected by the contracting of fire services and emergency medical services to the Orange County Fire Authority ("OCFA");

WHEREAS, the labor relationship between the Union and the City is governed, in part, by a Memorandum of Understanding and various side letter agreements ("City/Union MOU");

WHEREAS, at the request of the Union, the City solicited a proposal from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services ("Agreement") for the City;

WHEREAS, the City is currently evaluating OCFA's proposed Agreement, which, if agreed to and approved by the City, will result in the contracting out of firefighting and related services that the Union's members currently perform;

WHEREAS, the Union and the City have informally met and conferred to discuss issues associated with contracting out of fire services and related emergency medical services, and through such discussions have reached an agreement concerning the rights and entitlements of Union members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

WHEREAS, the Union and the City wish to memorialize their agreement and provide for certain rights and entitlements of Union members associated with the contracting out of fire services and emergency medical services;

NOW, THEREFORE, the parties to this MOU hereby agree as follows:

1. **Effective Date of Contracting Out of Fire Services to OCFA:** If an Agreement is reached between the City and OCFA, the City and Union have agreed that the effective date for the contracting of fire services and emergency medical services is August 16, 2019; provided, however, that if the transition does not occur on August 16, 2019, this MOU shall become null and void. In the event the City and OCFA agree to extend the transition date, the date of August 16, 2019 may be extended by mutual written agreement of the Union and the City and such extended date shall be

incorporated into this MOU and replace each instance where August 16, 2019 is referenced herein by such new date.

2. Contracting out Firefighting and Emergency Medical Services: The City and the Union agree that, effective August 16, 2019 at 8: a.m., the City shall be permitted to contract out firefighting and emergency medical services currently provided by the Union and its members, according to terms of the provisions of this MOU and the terms of the Agreement.

3. Offer of Employment with OCFA: All City Fire Department safety employees identified in Attachment B – Exhibit 1 of the Agreement shall be offered employment by the OCFA, at the rank and salary and under the terms and conditions specified in Section IX Personnel of the Agreement, including Attachment “B”, Attachment B – Exhibit 1, and Addendum to Attachment B- Leave Agreement, which are attached to this MOU as Exhibits 1 - 4 and incorporated herein and are thus part of this MOU between the parties. Members who accept employment with the OCFA are hereafter referred to as “transitioning employees.”

OCFA’s offers of employment to the Union’s members are contingent upon those members meeting the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement.

OCFA’s offers of employment to the Union’s members are also contingent upon those members passing a Live Scan background check pursuant to the terms and conditions specified in the OCFA Live Scan Disqualification Guidelines, attached to this MOU as Exhibit 5.

4. Members Rejected Due to Industrial Injury or Medical Condition: In the event the medical examination process reveals a medical condition that disqualifies the member from OCFA employment as a firefighter, the member may, in good faith, file a workers’ compensation claim.

Union members who are on leave pursuant to Labor Code section 4850 on the date of transition and who thus are not immediately offered an employment position by OCFA may continue to receive their Section 4850 payments for the duration of their statutory entitlement (up to one year) under the law. However, such individuals will not be considered employees of the City beyond the date of transition and not entitled to an employment position with the City after the transition effective date. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

Union members who are off on a non-industrial injury or illness leave or who have exhausted their Labor Code 4850 benefits on the date of transition will be laid off from the City as of the date of the transition, and shall be paid for the accrued leave per the existing MOU between the City and the Union. Pursuant to subparagraph 4(a)

below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

a) Any member who fails to meet the standards for employment for OCFA employment on August 16, 2019 will be offered employment on the first occasion on which the member meets the standards, provided, however, OCFA shall not be obligated to offer any employment beyond August 16, 2020.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued leave per the terms of the current City/Union MOU, or electing to have the CASH VALUE of their accrued leave balances transferred to a General Leave bank that the City will transfer to OCFA within fourteen (14) days after the Agreement effective date of August 16, 2019.

a) **Cash-out:** Members wishing to cash-out all, or a portion, of their eligible accrued annual leave balance must notify the City by no later than August 2, 2019.

b) **Transfer cash value of accrued leave:** The City will establish a General Leave bank for each transitioning employee who transitioned from a Garden Grove Fire Fighters Association position at the CITY. The leave bank will be funded with the CASH VALUE of the eligible accrued annual leave that the transitioning employee elects to have transferred to OCFA. The CASH VALUE of the General Leave Bank will be based on the value of the transitioning employees' accrued annual leave hours at the time of transition which will be calculated as follows: number of each transitioning employee's eligible accrued annual leave hours multiplied by the base salary hourly rate as specified in Section V.1.d. of the City/Union MOU.

Within fourteen (14) days after the transition date, the City will transfer the General Leave Bank to OCFA to administer. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU. Transitioning employees will be required to exhaust the balance of their OCFA accrued leave balances before using the General Leave bank. Employees may draw upon the General Leave bank for vacation or sick leave.

Upon a transitioning employee's request to utilize leave from the General Leave bank, OCFA will deduct from the General Bank leave bank the cash value of the number of leave hours requested, which will be calculated by the number of hours used multiplied by the base salary hourly rate in effect at the time the leave is used. On an annual basis, OCFA will provide each transitioning employee with a statement of the remaining CASH VALUE of the employee's General Leave bank account.

General Leave banks are not eligible for cash-out by OCFA in lieu of using said time during the transitioning employee's employment with OCFA. Any amounts remaining in a transitioning employee's General Leave bank at the time of separation will be eligible for cash-out.

Pursuant to the terms of the Leave Agreement between the City and OCFA, attached as Exhibit 4 to this MOU, the cashability of the General Leave may be open to negotiation during negotiations for a successor OCFA MOU. Unless and until a cash-out option for the General Leave bank is agreed upon through the collective bargaining process, the General Leave bank is not eligible to be cashed-out by transitioning employees in lieu of using said time during their employment at OCFA. Any amounts remaining in the General Leave bank at the time of separation, for any reason, will be eligible for cash-out at the CASH VALUE as established at the time of transition.

6. No Agreement to Contract for Fire Services and Emergency Medical Services: In the event the City decides not to enter into an Agreement with OCFA, Union members shall continue their employment as employees of the City pursuant to the terms and conditions of the applicable MOU, rules and regulations. The parties shall commence negotiations on a successor MOU to the MOU that expired on June 30, 2018 as soon as practicable.

City of Garden Grove

International Association of Fire
Fighters, Garden Grove Local 2005

By: _____
City Manager, Scott C. Stiles

By: 
Bill Strohm, President

Date: _____

Date: April 2, 2019

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GARDEN GROVE
APPROVING THE MEMORANDUM OF UNDERSTANDING
ON TERMS AND CONDITIONS FOR THE TRANSITION OF PERSONNEL
TO THE ORANGE COUNTY FIRE AUTHORITY
BY AND BETWEEN
THE GARDEN GROVE FIRE MANAGEMENT ASSOCIATION
AND THE CITY OF GARDEN GROVE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

1. That the Memorandum of Understanding by and between the Garden Grove Fire Management Association and the City of Garden Grove, and signed by the President on behalf of the Garden Grove Fire Management Association, and the City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE
AND
THE GARDEN GROVE FIRE MANAGEMENT ASSOCIATION**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Garden Grove Fire Management Association ("Union").

WHEREAS, Union is the recognized employee organization for designated classifications of safety employees employed by the City in the City's Fire Department whose rights and interests are affected by the contracting of fire services and emergency medical services to the Orange County Fire Authority ("OCFA");

WHEREAS, the labor relationship between the Union and the City is governed, in part, by a Memorandum of Understanding and various side letter agreements ("City/Union MOU");

WHEREAS, at the request of Fire Fighters Local 2005, the City solicited a proposal from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services ("Agreement") for the City;

WHEREAS, the City is currently evaluating a proposed Agreement for the Orange County Fire Authority ("OCFA") to provide fire services and emergency medical services, which, if agreed to and approved by the City, will result in the contracting out of firefighting and related services that the Union's members currently perform;

WHEREAS, the Union and the City have informally met and conferred to discuss issues associated with contracting out of fire services and related emergency medical services, and through such discussions have reached an agreement concerning the rights and entitlements of Union members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

WHEREAS, the Union and the City wish to memorialize their agreement and provide for certain rights and entitlements of Union members associated with the contracting out of fire services and emergency medical services;

NOW, THEREFORE, the parties to this MOU hereby agree as follows:

1. **Effective Date of Contracting Out of Fire Services to OCFA:** If an Agreement is reached between the City and OCFA, the City and Union have agreed that the effective date for the contracting of fire services and emergency medical services is August 16, 2019; provided, however, that if the transition does not occur on August 16, 2019, this MOU shall become null and void. In the event the City and OCFA agree to extend the transition date, the date of August 16, 2019 may be extended by mutual written agreement of the Union and the City and such extended date shall be

incorporated into this MOU and replace each instance where August 16, 2019 is referenced herein by such new date.

2. Contracting out Firefighting and Emergency Medical Services: The City and the Union agree that, effective August 16, 2019 at 8: a.m., the City shall be permitted to contract out firefighting and emergency medical services currently provided by the Union and its members, according to terms of the provisions of this MOU and the terms of the Agreement.

3. Offer of Employment with OCFA: All City Fire Department safety employees identified in Attachment B – Exhibit 1 of the Agreement shall be offered employment by the OCFA, at the rank and salary and under the terms and conditions specified in Section IX Personnel of the Agreement, including Attachment “B”, Attachment B – Exhibit 1, and Addendum to Attachment B- Leave Agreement, which are attached to this MOU as Exhibits 1 - 4 and incorporated herein and are thus part of this MOU between the parties. Members who accept employment with the OCFA are hereafter referred to as “transitioning employees.”

OCFA's offers of employment to the Union's members are contingent upon those members meeting the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement.

OCFA's offers of employment to the Union's members are also contingent upon those members passing a Live Scan background check pursuant to the terms and conditions specified in the OCFA Live Scan Disqualification Guidelines, attached to this MOU as Exhibit 5.

4. Members Rejected Due to Industrial Injury or Medical Condition: In the event the medical examination process reveals a medical condition that disqualifies the member from OCFA employment as a firefighter, the member may, in good faith, file a workers' compensation claim. The City agrees that it will accept claims that fall under the following Labor Code presumptions: 3212, 3212.1, 3212.6, 3212.8, and 3212.9.

Union members who are on leave pursuant to Labor Code section 4850 on the date of transition and who thus are not immediately offered an employment position by OCFA may continue to receive their Section 4850 payments for the duration of their statutory entitlement (up to one year) under the law. However, such individuals will not be considered employees of the City beyond the date of transition and not entitled to an employment position with the City after the transition effective date. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

Union members who are off on a non-industrial injury or illness leave or who have exhausted their Labor Code 4850 benefits on the date of transition will be laid off from the City as of the date of the transition, and shall be paid for the accrued leave per

the existing MOU between the City and the Union. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

a) Any member who fails to meet the standards for employment for OCFA employment on August 16, 2019 will be offered employment on the first occasion on which the member meets the standards, provided, however, OCFA shall not be obligated to offer any employment beyond August 16, 2020.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued leave per the terms of the current City/Union MOU, or electing to have the CASH VALUE of their accrued leave balances transferred to a General Leave bank that the City will transfer to OCFA within fourteen (14) days after the Agreement effective date of August 16, 2019.

a) **Cash-out:** Members wishing to cash-out all, or a portion, of their eligible accrued annual leave balance must notify the City by no later than August 2, 2019.

b) **Transfer cash value of accrued leave:** The City will establish a General Leave bank for each transitioning employee who transitioned from a Garden Grove Fire Fighters Association position at the CITY. The leave bank will be funded with the CASH VALUE of the eligible accrued annual leave that the transitioning employee elects to have transferred to OCFA. The CASH VALUE of the General Leave Bank will be based on the value of the transitioning employees' accrued annual leave hours at the time of transition which will be calculated as follows: number of each transitioning employee's eligible accrued annual leave hours multiplied by the base salary hourly rate as specified in Section 5.F.vi of the City/Union MOU. Sick leave is ineligible for cash-out or transfer under the terms of the MOU between the City and the Fire Management Association.

Within fourteen (14) days after the transition date, the City will transfer the General Leave Bank to OCFA to administer. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU. Transitioning employees will be required to exhaust the balance of their OCFA accrued leave balances before using the General Leave bank. Employees may draw upon the General Leave bank for vacation or sick leave.

Upon a transitioning employee's request to utilize leave from the General Leave bank, OCFA will deduct from the General Bank leave bank the cash value of the number of leave hours requested, which will be calculated by the number of hours used multiplied by the base salary hourly rate in effect at the time the leave is used. On an annual basis, OCFA will provide each transitioning employee with a statement of the remaining CASH VALUE of the employee's General Leave bank account.

General Leave banks are not eligible for cash-out by OCFA in lieu of using said time during the transitioning employee's employment with OCFA. Any amounts

remaining in a transitioning employee's General Leave bank at the time of separation will be eligible for cash-out.

Pursuant to the terms of the Leave Agreement between the City and OCFA, attached as Exhibit 4 to this MOU, the cashability of the General Leave may be open to negotiation during negotiations for a successor MOU. Unless and until a cash-out option for the General Leave bank is agreed upon through the collective bargaining process, the General Leave bank is not eligible to be cashed-out by transitioning employees in lieu of using said time during their employment at OCFA. Any amounts remaining in the General Leave bank at the time of separation, for any reason, will be eligible for cash-out at the CASH VALUE as established at the time of transition.

6. No Agreement to Contract for Fire Services and Emergency Medical Services: In the event the City decides not to enter into an Agreement with OCFA, Union members shall continue their employment as employees of the City pursuant to the terms and conditions of the applicable MOU, rules and regulations. The parties shall resume negotiations on a successor MOU to the MOU that expired on December 31, 2018 as soon as practicable.

City of Garden Grove

Garden Grove Fire Management Assoc.

By: _____
City Manager, Scott C. Stiles

By: _____
Justin Truhill, President

Date: _____

Date: _____

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GARDEN GROVE
APPROVING THE MEMORANDUM OF UNDERSTANDING
ON TERMS AND CONDITIONS FOR THE TRANSITION OF PERSONNEL
TO THE ORANGE COUNTY FIRE AUTHORITY
BY AND BETWEEN
THE ORANGE COUNTY EMPLOYEES ASSOCIATION, GARDEN GROVE CHAPTER AND
GARDEN GROVE LEAGUE CHAPTER,
AND THE CITY OF GARDEN GROVE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

1. That the Memorandum of Understanding by and between the Orange County Employees Association, Garden Grove Chapter and Garden Grove League Chapter and the City of Garden Grove, and signed by the Sr. Labor Relations Representative on behalf of the OCEA, and the City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE
AND
THE ORANGE COUNTY EMPLOYEE'S ASSOCIATION, GARDEN GROVE
CHAPTER**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Orange County Employee's Association, Garden Grove Chapter ("OCEA").

WHEREAS, OCEA is the recognized employee organization for designated classifications of employees employed by the City of Garden Grove, including: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary;

WHEREAS, the City is currently evaluating a proposed contract from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services Agreement ("Agreement") which, if approved by the City, will result in the contracting out of the following OCEA positions which currently support the operation of the City's Fire Department: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary;

WHEREAS, OCEA and the City have informally met and conferred to discuss issues associated with contracting out of fire services and related emergency medical services, and through such discussions have reached an agreement concerning the rights and entitlements of OCEA members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

WHEREAS, OCEA and the City wish to memorialize their agreement and provide for certain rights and entitlements of OCEA members associated with the contracting out of fire services and emergency medical services;

NOW, THEREFORE, the parties to this MOU hereby agree as follows:

1. **Effective Date of Contracting Out of Fire Services to OCFA:** If an Agreement is reached between the City and OCFA, the City and OCFA have agreed that the effective date for the contracting of fire services and emergency medical services is **August 16, 2019**; provided, however, that if the transition does not occur on August 16, 2019, this MOU shall become null and void. In the event the City and OCFA agree to extend the transition date, the date of August 16, 2019 may be extended by mutual written agreement of OCEA and the City and such extended date shall be incorporated into this MOU and replace each instance where August 16, 2019 is herein by such new date.
2. **Contracting out OCEA positions that support the City's Firefighting and Related Services:** The City and OCEA agree that, effective August 16, 2019 at 8:

a.m., the City shall be permitted to contract out OCEA positions that currently support the City's firefighting operation and are currently held by OCEA members, specifically the positions of: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary, according to the terms of this MOU.

3. **Offer of Employment with OCFA:** The following OCEA members will be offered employment with OCFA at the position and salary step that is closest to each member's salary at the City: Bryson P. Dahlheimer, Fire Prevention Specialist, Salary Step 1; Don T. Nguyen, Senior Fire Prevention Specialist, Salary Step 11, and Amanda M. Pollock, Administrative Assistant, Salary Step 6. The offer of employment will be contingent upon the members meeting the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement.

a) **Deadline to accept offer of employment:** The offer of employment will remain open until June 30, 2019, after which the offer of employment with OCFA will be rescinded.

b) **New hire status:** OCEA members who accept a non-safety position with OCFA will be considered "new hires" and will serve a probationary period. All non-safety employees will follow the OCEA General/Supervisory Unit MOU. Bilingual pay and education incentive will be available based on application pursuant to the terms of OCFA MOU.

4. **Offer of Employment with the City:** OCFA has determined that it does not have a Fire Apparatus Mechanic position to offer OCEA member Jesse Guzman. The City agrees to appoint Mr. Guzman to the City position of Equipment Mechanic, at his current salary step as a Fire Apparatus Mechanic, effective 8:00 a.m. on August 16, 2019.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued vacation, floating holiday hours and compensatory time off balances per the terms of the current City/OCEA MOU, or electing to have the CASH VALUE of their accrued leave balances transferred to a General Leave bank that the City will transfer to OCFA within fourteen (14) days after the Agreement effective date of August 16, 2019.

a) **Cash-out:** Members wishing to cash-out all, or a portion, of their eligible accrued leave balance must notify the City by no later than August 2, 2019.

b) **Transfer cash value of accrued leave:** The City will establish a General Leave bank for each member who transitions to OCFA employment. The General Leave bank will be funded with the CASH VALUE of vacation, floating holiday hours and compensatory time off that the transitioning employee elects to have transferred to OCFA. The CASH VALUE of the General Leave Bank will be based on the value of the transitioning employees' eligible accrued leave hours at the time of transition which will

be calculated as follows: number of each transitioning employee's eligible accrued leave hours multiplied by the base salary hourly rate in effect during the last pay period.

Within fourteen (14) days after the transition date, the City will transfer the General Leave Bank to OCFA to administer. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU. Transitioning employees will be required to exhaust the balance of their OCFA accrued leave balances before using the General Leave bank. Employees may draw upon the General Leave bank for vacation or sick leave.

Upon a transitioning employee's request to utilize leave from the General Leave bank, OCFA will deduct from the General Bank leave bank the CASH VALUE of the number of leave hours requested, which will be calculated by the number of hours used multiplied by the base salary hourly rate in effect at the time the leave is used. On an annual basis, OCFA will provide each transitioning employee with a statement of the remaining CASH VALUE of the employee's General Leave bank account.

General Leave banks are not eligible for cash-out by OCFA in lieu of using said time during the transitioning employee's employment with OCFA; however, any amounts remaining in a transitioning employee's General Leave bank at the time of separation will be eligible for cash-out.

d) **Sick Leave and Regular Holiday Hours:** Consistent with the terms of the MOU, any accrued, unused sick leave and regular holiday hours at the time the member transfers to OCFA is not eligible to be cashed-out and will be forfeited.

CITY OF GARDEN GROVE

Orange County Employee's Association,
Garden Grove Chapter ("OCEA")

By: _____
City Manager, Scott C. Stiles

By: _____
Aaron Peardon, Senior Labor
Relations Representative

Date: _____

Date: _____

City of Garden Grove

Fire Service Proposal



Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

March 22, 2018

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Garden Grove Proposal for Emergency Services

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Foreword

The Orange County Fire Authority (OCFA) evaluated the feasibility of providing contract services to the City of Garden Grove. This proposal is presenting OCFA's method of providing the highest quality services to the residents of Garden Grove. I welcome this opportunity to describe our regional fire service delivery system.

The principle benefits of a regional system are reduced costs, increased effectiveness, and a depth of resources unmatched within the county. The consolidation of resources, the streamlining of overhead and a partnership in a regional protection system is beneficial for all parties.

The results the OCFA achieves every day in providing protection to our communities occur through individual and team dedication, commitment, and organizational values. I am proud of the men and women of the Orange County Fire Authority, and I am confident the residents of Garden Grove will feel similar pride, if we become your City's fire service provider.

The cost provided herein represents the cost of our services including our basic service charge, station maintenance, and equipment and vehicle replacement costs. The costs represented are for fiscal year 2018/19 and expire June 2019. I have included a brief description of each of OCFA's departments and sections to provide you with an overview of the services available from us as a regional provider.

Our commitment is proclaimed in our Mission Statement:

We enhance public safety and meet the evolving needs of our communities through education, prevention, and emergency response.

Patrick McIntosh
Interim Fire Chief

Summary of Proposal

The OCFA deploys resources based on a regional service delivery system, assigning personnel and equipment to emergency incidents without regard to jurisdictional boundaries. Regional fire protection offers the citizens a wide range of services that translates into quality and strength extending well beyond the fire station. It enables the use of existing administrative resources on a broader scale, increases purchasing power for major expenditures, and maximizes the use of all emergency and support resources within the OCFA, regardless of jurisdictional boundaries or physical location.

The Authority presents this service proposal based on OCFA established response standards for structure fires, consisting of three engines, one truck, one paramedic unit, and one battalion chief. All structure fires will have an assigned Advanced Life Support (ALS) unit in the form of a paramedic engine, truck, or squad/van. OCFA determines appropriate emergency response utilizing computer Geographic Information Systems (GIS) programs, data analysis, and OCFA's Standards of Coverage. Garden Grove's geographical size and population warrant the creation of a new battalion within the OCFA utilizing the existing foot print of Garden Grove Battalion One. A Division Chief will provide a level of local control for the City Council and staff by participation on relevant public safety committees, participation at city staff meetings, and attendance at City Council meetings.

OCFA's Emergency Medical Service (EMS) model is three faceted. The first is Emergency Medical Dispatch, where a caller is provided life-saving instructions, while fire department units respond. The second is to front load paramedic service, allowing the first arriving units to provide paramedic level care upon arrival. To ensure only the highest level of service for the City of Garden Grove, the OCFA, as well as the current Garden Grove deployment model has positioned a paramedic unit capable of delivering ALS, at every station and on every unit. Although the OCFA developed the current Paramedic Assessment Unit (PAU) program being utilized within Orange County, it still requires an additional paramedic unit to fulfill the ALS requirement of two paramedics to meet the requirements set by the Orange County Emergency Medical Service Agency (OCEMSA). This additional unit impacts on-scene time and takes the availability of another resource out of service. Within this proposal, the OCFA will increase the number of two-person paramedic units by one-hundred thirty-three percent (133%); every unit in service in Garden Grove will have full ALS capabilities. Transportation of patients is the third facet of EMS delivery and is provided by a private ambulance company in Garden Grove.

All of our partner communities have unique characteristics and demographics, and OCFA strives to meet the diverse needs of each. Creating a diverse workforce that matches our service areas is an OCFA value. Adapting to this need in Garden Grove will benefit the service level provided to the entire OCFA system.

Garden Grove Proposal for Emergency Services

Service Option Overview

Contract costs detailed in this proposal reflect the cost of all emergency response units assigned to the City of Garden Grove. These costs include all the equipment, personnel, vehicle and equipment depreciation, station maintenance; as well as services available through OCFA as a regional provider such as urban search and rescue, air operations, fire mechanics, fire prevention and education professionals, handcrews, dozers, dispatch, and all administrative staff. The added benefit to the City of Garden Grove of this regional approach is that it enables the use of existing administrative resources such as Planning and Development, Inspection and Investigation Services, as well as Public Education on a broader scale. In addition, the City will have dedicated Fire Prevention Officers with the primary fire prevention responsibility for the City located at the present Garden Grove Fire Department Headquarters with support from the complete OCFA Community Risk Reduction (Fire Prevention) Department. Garden Grove has frequent community events throughout the year; therefore, the OCFA will assign a Community Education Specialist to be located at the present Garden Grove Fire Department Headquarters.

By contracting with OCFA, the administrative functions for the fire department will be administered by the Authority without additional costs to the City of Garden Grove. These administrative functions include: Human Resources, Finance/Payroll, Information Technology, Purchasing, Risk Management, Workers' Compensation, Legislative Services, Records Management, Compliance Training, Supplies and Equipment, Property Management, and Fleet Services.

Proposal – FY 2018/19	OCFA Costs (A)	Garden Grove Budgeted Costs (B)
Service Charge	\$22,191,928	\$25,122,000
Facilities Maintenance	\$105,000	Included
Vehicle Depreciation	\$295,293	Included
Total	\$22,592,221	\$25,221,000
Total Savings (B-A)	\$2,529,779	

Battalion Chiefs are included in the proposed contract cost and not included in daily staffing totals. Station maintenance contributions are handled as a revolving fund that is required to maintain an annual balance of \$15,000 per station.

Garden Grove Proposal for Emergency Services

Deployment Comparison

In the chart below, there are three distinctions. The first being the OCFA deployment model has every engine and truck company as a full ALS unit. The second is the doubling of truck company coverage with a paramedic truck at Station 5. The third distinction between the two deployment models is the Paramedic Truck at Station 1 being staffed by using the Paramedic Squad to fill necessary paramedic positions.

OCFA Proposal Comparison with Current Garden Grove Deployment

	Station 1	Station 2	Station 3	Station 4	Station 5	Station 6	Station 7	Daily Staffing
OCFA	PMT BC	PME	PME	PME	PMT	PME	PME	29
GGFD Current Deployment	Truck BLS Eng. PM Squad BC	PME	PAU	PAU	PME	PAU	PAU	29

Note: 1. PME is Paramedic Engine, PMT is Paramedic Truck, and PAU is Paramedic Assessment Unit. 2. Total transitioning personnel indicate a per shift/daily staffing count.

Start-Up Cost Summary

Not included in the cost of the options are the one-time start-up costs or costs associated with facilities issues listed on page 44. In addition to the annual contract price, a one-time start-up cost will be charged to facilitate hiring of current Garden Grove employees by the OCFA, standardization of equipment, and facilities. One-time costs assume 84 sworn personnel and non-sworn personnel that the OCFA has vacancies for and can be adjusted for variations in transitioning staff. OCFA is willing to discuss amortizing the start-up costs over multiple years rather than incurring a large cash outlay in a single budget year.

Summary of Start-Up Costs – Detail on Page 40	
Communications	\$293,146
Facilities	\$156,500
Personnel	\$152,650
Service Center	\$309,661
Fleet Services	\$20,800
EMS	\$203,468
Total	\$1,136,225

Garden Grove Proposal for Emergency Services

Long-Term Savings

Over the past ten years, the Orange County Fire Authority's cost increases to contract cities has averaged 2.92%; however, the maximum increase is capped at 4.5%, and this number should be used for budgeting purposes. The table below represents this 4.5% increase to demonstrate the highest possible service charge for each fiscal year. The increases represented for the Garden Grove Fire Department were taken from the published projections represented in the current City of Garden Grove's budget.

OCFA Proposal Cost Budget Comparison with Annual Increases

	2018/19	2019/20	2020/21	2021/22
OCFA Service Charge	\$22,592,221	\$23,608,870	\$24,671,258	\$25,781,464
OCFA % Inc. (Maximum)	Included in cost	4.50%	4.50%	4.50%
Garden Grove FD Budget				
2018/19 Budget	\$24,816,000	\$25,589,000	\$26,557,000	\$27,088,000
Prop 172 Funding	\$306,000	\$323,000	\$259,000	\$251,000
2018/19 GGFD Budget Total	\$25,122,000	\$25,912,000	\$26,816,000	\$27,339,000
% Increase		3.14%	3.49%	1.95%
Annual Savings	\$2,529,779	\$2,303,129	\$2,144,730	\$1,557,523
Cumulative Savings	\$8,535,161			

Note: Excludes one-time start-up costs and City's Annual Unfunded Actuarial Accrued Liability (UAAL) Payment to Public Employees' Retirement System (PERS). Costs quoted are valid for the upcoming fiscal year ending in June 2019.

This table does not factor in savings associated with Workers' Compensation and other departmental efficiencies.

Garden Grove Proposal for Emergency Services

Garden Grove's 2016 Deployment Report

Garden Grove Fire Department staff, at the request of the City Council, completed an analysis assessing the deployment of paramedic units within the city and to determine if the paramedic override assessment fee was meeting the community's needs. This deployment study, referred to as the "Fire Department Deployment Report," thoroughly assessed the deployment of all the Fire Department's emergency response resources. This deployment study, the first in over 30 years, identified several areas of potential service improvement. It should be noted that the current deployment model utilized by the Garden Grove Fire Department meets most of the needs of the community, and is in-line with deployment models used by other fire departments in Orange County and the OCFA. The purpose of the study was to identify possible improvements to the existing deployment model. The study utilized computer generated deployment modeling and found four key issues where improvements could be made:

- Current deployment adversely impacts paramedic units (Paramedic Engine Companies and Paramedic Squad) responding into the response areas of Garden Grove's Paramedic Assessment Engines to meet the ALS response criteria as required by OCEMSA.
- Lack of daily personnel on-duty to meet the effective fire force.
- Increased response time of Occupational Safety and Health Administration (OSHA) mandated two-in/two-out with the utilization of three-person PAUs.
- Need for additional truck company coverage on the west end of Garden Grove.

To enhance service to the City of Garden Grove, the Deployment Study recommended a three-phased approach. Over the three phases, all the existing PAU's with the exception of PAU 7 would be upgraded to Paramedic Engines (PMEs). This change solves the response impact to the paramedic units, increases the effective fire force, and reduces the time necessary to implement two-in/two-out to the City of Garden Grove, with the exception of Garden Grove's Station 7 area. The PME located at Garden Grove Fire Station 5 would be converted to a Paramedic Truck Company (PMT), solving the truck company coverage on the west end of Garden Grove. Also identified within the study was the need for a full-time nurse/paramedic coordinator to "assure compliance with all EMS regulations and quality assurances requirements." The 2016 Deployment Report estimated a total yearly increase to the Fire Department budget (2016 estimate) to implement the three-phased deployment, over three years, as approximately **\$2,069,920**.

The proposed contract offered by the OCFA exceeds all the recommendations of the Garden Grove Fire Department Deployment Report on day-one of the contract. The increase in service to the community is accomplished with every unit in Garden Grove being a paramedic unit, while providing a cost savings to the City of Garden Grove; staffing all units with four fire personnel significantly improves response times needed to fulfill the OSHA mandated two-in/two-out requirement where a three-person PAU currently exists; effective fire force on-scene times are reduced in portions of the City, and a second truck company is added to the west end of Garden Grove. In addition, the proposed contract includes a full-time nurse educator to meet State and Local requirements. OCFA has on order and has begun to receive the first of seven-new tractor drawn quints at a cost of approximately \$1.4 million each. OCFA will select the best of the trucks being replaced to provide truck service at Garden Grove Station 1 with no additional cost incurred to the City.

Garden Grove Proposal for Emergency Services

Proposal Savings with Garden Grove Fire Department Deployment Study Costs

	2018/19	2019/20	2020/21	2021/22
OCFA Proposal Charge (A)	\$22,592,221	\$23,608,871	\$24,671,270	\$25,781,477
Garden Grove FD Budget w/Prop 172 Funds	\$25,122,000	\$25,912,000	\$26,816,000	\$27,303,000
Deployment Study Costs	\$2,069,920	\$2,069,920	\$2,069,920	\$2,069,920
Annual Cost (B)	\$27,190,920	\$27,981,920	\$28,885,920	\$29,372,920
% Increase		2.91%	3.23%	1.81%
Annual Savings (B-A)	\$4,599,699	\$4,373,049	\$4,214,650	\$3,627,443
Cumulative Savings	\$16,814,841			

Cost Control

A common concern of cities interested in contracting with the OCFA is the ability to control costs. OCFA's cash contract cities enjoy the financial protection of a cap on annual increases not-to-exceed 4.5%. The cap includes recapture provisions, wherein increases above the cap are banked for future recapture in subsequent years when cost increases are less than the cap. The percentage of increases for our contract cities over the last ten years is illustrated in the table below.

	Stanton	Placentia	Tustin	Seal Beach	Buena Park	San Clemente	Santa Ana	Westminster
2008/09	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%		4.00%
2009/10	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%		4.00%
2010/11	1.92%	1.92%	1.92%	1.92%	1.92%	1.92%		1.92%
2011/12	3.79%	3.79%	3.79%	3.79%	3.79%	3.79%		3.79%
2012/13	1.34%	1.34%	1.34%	1.34%	1.34%	1.34%	1.34%	1.34%
2013/14	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
2014/15	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
2015/16	2.38%	2.38%	2.38%	2.38%	2.38%	2.38%	2.38%	2.38%
2016/17	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%
2017/18	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Avg. Annual Increase	2.92%	2.92%	2.92%	2.92%	2.92%	2.92%	2.92%	2.92%

Garden Grove Proposal for Emergency Services

Contributions to vehicle replacement and station maintenance are relatively stable cost elements of the proposal, and are added to cash contract city charges outside of the cap calculation. Vehicle replacement contributions are calculated using the current replacement cost for the emergency vehicles assigned to the City, divided by the years of expected service for the vehicles (i.e., useful life).

Station maintenance contributions are handled as a revolving fund, requiring an initial deposit of \$15,000 per station, and then requiring annual replenishment only if/when funds are used for improvement projects or maintenance projects.

Service Charge Relative to Regional Costs

The proposed annual service charge would fund fire suppression, hazardous materials response, emergency medical services; also included are support functions, such as dispatching, investigations, training, fleet maintenance, supply and procurement, risk management, and all other services required in the support of the City of Garden Grove contract for the effective operation of a modern fire department.

The contract service charge would be prorated on a monthly-basis, and payment would be due monthly in advance. Each March, the OCFA will provide notification of estimated changes in contract costs for the next fiscal year. Each June, the OCFA would provide the final annual contract service charge amount to the City.

OCFA's Joint Powers Authority (JPA) agreement provides an option to withdraw at each ten-year interval. Article IV, Section 3.F. of the JPA agreement provides the detailed methodology for this option. The term of the new service agreement will run concurrent with the JPA agreement.

Community Risk Reduction (CRR) Cost Recovery Fee Program

By direction of the OCFA Board of Directors, the CRR Planning and Development and Prevention Field Services sections are funded through cost recovery fees. As the services provided by CRR are primarily directed to businesses, developers, architects, contractors, and sub-contractors, the fees are directed to the business community and not to individual homeowners and residents. The fees charged to the business community qualify as a business expense.

The Planning and Development Section engages in development review, plan review, and new construction inspections, and are 100% fee funded. These fees are paid by developers, architects, contractors, and sub-contractors.

The Prevention Field Services Section engages in annual inspections, special events including fireworks, 850 (Board and Care facilities) inspections, citizen complaints, city requests, and company officer assistance. This section is approximately 50% fee funded and primarily based on the issuance of Operational Permits. These fees are paid by local businesses, building owners, and special event contractors. The other 50% is considered a general fund cost for the OCFA as there is no correlating customer to charge. These costs are included in the contract charge calculations for contract cities.

Garden Grove Proposal for Emergency Services

OCFA fees are calculated by daily time logging of activity and volume of activity. OCFA fee development is vetted through a third-party fee consultant and approved by both the OCFA Budget and Finance Committee and the OCFA Board of Directors. Fees fluctuate from year-to-year depending on the volume and staffing levels and do not necessarily increase each year; in fact, often are reduced.

The City of Garden Grove is encouraged to carefully review the attached fee schedule (Attachment C) to better understand the potential community impacts.

Associated Savings

The City of Garden Grove will realize significant savings to several City departments should OCFA assume the management, support, and service expenses relative to the Fire Department. The City will also achieve savings from the reduction of its insurance premiums and Workers' Compensation. The following are some of the services that will be provided by OCFA's management and staff professionals:

- Human Resources Services including Recruitments, Testing, Selection, Employee Records, Labor Negotiation, Discipline, Grievances, Americans with Disabilities Act and OSHA Compliance, Benefits Management, Training, and Academies, etc.
- Information System Management including Emergency and Administrative Computer Hardware and Software Systems
- Facility and Property Management, and Routine Maintenance
- Human Resources Compliance Training for Family Medical Leave Act, Fair Labor Standards Act, Sexual Harassment and Equal Employment Opportunity Commission.
- Risk Management & Worker's Compensation Management
- Legislative Analyst & Lobbying Services
- Contract Administration
- Vehicle Purchasing and Maintenance (***Existing funds in Garden Grove's vehicle replacement accounts remain with the City.***)
- Equipment and Supplies Purchase, Inventory Management, Repair, and Delivery
- Processing of Subpoenas and Information Records Requests
- Media Relations
- Community Education including School Programs
- Public Relations and Information Services
- Community Risk Identification, Prevention, and Mitigation Programs
- Dispatching
- Communications Equipment Purchase, Repair, Maintenance
- Emergency Response Mapping (GIS, AVL)
- Paramedic Continuing Education Services including an MD (Medical Director)
- Quality Assurance Programs
- Community Survey Programs
- Disaster Planning and Coordination
- Fiscal Management, Budgeting, and Payroll

Garden Grove Proposal for Emergency Services

Benefits of Contracting with OCFA

The Orange County Fire Authority enhances services to the citizens of Garden Grove and increases efficiencies within the City. OCFA's full-service education, prevention, and emergency response brings with it a full support network and eliminates the workload for other city departments that currently support the Garden Grove Fire Department. The support network includes Training/Safety and EMS Sections that provide in-house certifications and enhancement, skills maintenance, and Safety Officer coverage during incidents. These support functions ensure that a high level of service is provided to our residents. Other service enhancements include our depth of resources, specialized resources, a dedicated Fire Prevention program, a Hazardous Materials program, dedicated fire dispatchers, and a comprehensive Public Education program. These are standard in our regional system and are included in the contract price.

Additional benefits include:

- City Council Member on OCFA Board – participation in public policy decisions
- City Council Member on Executive Committee based on position or appointment
- City Council Member on Budget and Finance Committee by appointment
- City Council Member on Human Resources Committee by appointment
- City Manager participation on Technical Advisory Committee
- City Manager participation on City Manager Budget and Finance Committee on a rotational basis
- Cost Control – Contract increases are capped at 4.5% per year
- Active participation in Community Events
- Training and certification programs developed and presented in-house
- Paramedic nurse educators, training staff, and associated training facilities
- Dedicated Fire/EMS Emergency Dispatch including Emergency Medical Dispatch
- Risk Management Program including the "WEFIT" health and wellness program
- Central recruitment and hiring, personnel management, and benefit coordination
- Response compatibility with other Orange County Fire Departments
- Active participation and coordination with all Orange County city fire agencies
- Alternate regional coordinator for California Office of Emergency Services Area 1

Transition of Garden Groves City's Fire Department

As a fire service contractor, the OCFA has the capability and resources to meet the City of Garden Grove's needs to transition the city's fire service resources and public safety responsibilities. Should the City choose to contract with the OCFA, it is OCFA's intent to complete a transition in a methodical, time efficient approach that is seamless without interruption or incident. The OCFA is confident that it will be able to begin providing service to the City of Garden Grove in approximately 120 after a contract for emergency service is completed and signed.

The Orange County Fire Authority is committed to making the transition of the Garden Grove Fire Department operations and personnel to the OCFA as smooth as possible for the present Garden Grove employees, as well for the employees of the OCFA. The OCFA would offer employment to current Garden Grove Fire Department operations safety employees, and

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non-sworn Fire Department professional staff^f, subject to the conditions noted in this proposal, position availability, and final contract negotiations.

Governance Structure

In March 1995, members of a newly formed joint powers authority—the Orange County Fire Authority—met for the first time. The outcome was the formation of an organizational structure that shares decision-making among participants, while retaining the economies of scale and depth of service of the regional system. The member cities each selected a Council Member to sit on the OCFA governing board along with two members of the Orange County Board of Supervisors (Attachment A).

It is the collaboration of multiple City Council Members and City Managers, each providing their individual perspectives and experiences that assist in setting policy and providing oversight to the OCFA. It is these valuable perspectives and experiences that have translated into positioning the OCFA into a fiscally sound organization.

Board of Directors

Unique to OCFA's governance system will be Garden Grove's representation on the Board of Directors and its equitable share in the decision-making authority with other participants in the regional system. Members of Garden Grove's City Council and the City Manager will have direct access to the Fire Chief for matters relating to service in their city, and the Garden Grove City Council will select one of its Members to sit on the OCFA Board of Directors. All authority rests with the Board of Directors unless it is delegated by statute or board action. When delegated, these authorities are further defined by contracts, resolutions, policies, or other board actions. Today, the Orange County Fire Authority serves 23 of Orange County's 34 cities and all unincorporated areas of the county. Member cities now comprise approximately 93% of our service population.

In addition to the City of Garden Grove's participation on the full Board of Directors, the Garden Grove representative has the opportunity to contribute on various OCFA committees such as the Executive Committee, Budget and Finance Committee, and Human Resources Committee. The City of Garden Grove will be provided an opportunity for representation on these committees on a positional or appointment basis. City Manager involvement is through the City Managers' Technical Advisory Committee and City Managers' Budget and Finance Committee that exists to assist in managing the proceedings of the Fire Authority.

Executive Committee

The Executive Committee conducts all business of the OCFA, except for policy issues, including labor relations, budget issues, and other matters specifically retained by the Board of Directors. The Executive Committee consists of no more than nine members of the Board of Directors. The Committee membership is comprised of the following designated positions: Chair and Vice Chair of the Board of Directors, the immediate past Chair of the

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Board, and the Chair of the Budget and Finance Committee. In addition, the Chair appoints five at-large members. At least one member of the Orange County Board of Supervisors serves on this committee. The ratio of committee members representing cash contract cities to the total committee membership will be as close as reasonably possible to the ratio of the number of cash contract cities to total member agencies. The Chair of the City Managers' Technical Advisory Committee serves as an ex officio non-voting member of the Executive Committee.

Budget and Finance Committee

The Budget and Finance Committee advises staff and makes recommendations to the Board of Directors on matters related to financial and budget policies, development of budgets for the General Fund and capital expenditures, designations of reserves, budget balancing measures, evaluation and development of plans to meet long-term financing needs, investment oversight and purchasing policies. The Chair of the City Manager Budget and Finance Committee serves as an ex officio non-voting member of this committee. Effective beginning the year ended June 30, 2006, the Budget and Finance Committee was also designated to serve as the OCFA's Audit Oversight Committee.

Claims Settlement Committee

The Claims Settlement Committee has the authority to settle claims, lawsuits, and pre-litigation claims for the amounts above \$50,000, not to exceed \$250,000, including insurance pool settlements, Workers' Compensation settlements, and the initiation and settlement of subrogation claims. Settlements of lawsuits in amounts exceeding \$250,000 are approved by the OCFA Board of Directors.

Human Resource Committee

The Human Resources Committee shall advise OCFA staff and make recommendations to the Board of Directors on matters regarding human resources policies, job class specifications, compensation programs, benefit changes and renewals, labor negotiations, staff training development and recognition programs, succession planning, risk management and Workers' Compensation policies, and development of management/performance evaluation and information systems.

City Managers' Technical Advisory Committee

The City Managers' Technical Advisory Committee (TAC) advise the Fire Chief and make recommendations on major policy decisions, prior to submittal to the Board. The OCFA believes it is essential that there be harmonious and collaborative working relationships between the Fire Chief and City Managers; therefore, the TAC provides an effective means of building and facilitating that collaborative working environment. Upon joining OCFA, the Garden Grove City Manager would be invited to TAC meetings to provide additional participation in OCFA management.

City Managers' Budget and Finance Committee

The City Managers' Budget and Finance Committee (B&FC) is comprised of six City Managers whom meet annually to review the proposed budget. This Committee also meets, when needed, to review significant changes in OCFA's financial condition and to discuss proposed policy decisions which may have financial ramifications for OCFA and/or its member agencies. The Committee provides input to OCFA's financial staff, the Fire Chief, and the OCFA Board of Directors regarding changes that they recommend to proposed financial policies, budget priorities, uses of available fund balance, and/or steps they believe OCFA should take to reduce the budget.

Fiscal Considerations

OCFA's Fiscal Strength

The Orange County Fire Authority, funded much like a fire district, derives the majority of its funds from property taxes and service charges from OCFA's cash contract cities. Currently, OCFA has cash and investments of approximately \$142 million and received the highest credit rating by Standard & Poor's (SP1+) on its last short-term debt issue in 2015. OCFA's strong fiscal management and solid record of fiscal discipline were two of the key contributing factors to the positive rating.

In September 2013, the OCFA Board of Directors approved an Accelerated Pension UAAL Payment Plan. The accelerated plan has the following benefits:

- Results in OCFA's pension liability being paid off sooner
- Earlier and larger contributions into the pension system result in greater investment income earned
- Greater investment income earned results in less money paid by the employer over the long-term

As of December 31, 2016, OCFA's pension UAAL is \$400.4 million. In 2017, the actuary reported that OCFA has saved \$11.5 million in interest by making additional payments towards its UAAL and is projected to achieve 85% funding by December 31, 2021, and 100% funding by December 31, 2028, assuming all other actuarial inputs are held constant.

Further demonstrating OCFA's fiscal strength is the fact that OCFA's Business Services Department has received national awards for its fiscal management. In fiscal years 1998 through 2017, OCFA has produced a Comprehensive Annual Financial Report (known as CAFR) for which they received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA).

OCFA received budget awards from California Society of Municipal Finance Officers (CSMFO) from 2001 through 2017 and GFOA's Distinguished Budget Presentation Award from 1999 through 2017. The Distinguished Budget Award is the highest form of recognition bestowed by the GFOA for governmental budgeting.

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In addition to awards for financial reporting, budgeting, and treasury functions, the OCFA's Business Services Department–Purchasing Division earned the Excellence in Procurement Award by the National Purchasing Institute, Inc. (NPI) in 2007, 2008, and yearly 2011 through 2017. This award recognizes organizational excellence in procurement.

The OCFA views these award programs as important components to our continuous pursuit of professional growth, improvement, and financial sustainability. Our ongoing participation ensures that we stay abreast of new developments in these areas, and that we persistently work to establish and achieve professional standards of excellence.

Structural Fire Fund Cities

The Structural Fire Fund (SFF) is a separate allocation of property taxes for fire protection services and is mandated by Revenue and Taxation Code Section 95. Property taxes based on calculated tax factors are allocated to the SFF from the cities of Aliso Viejo, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Villa Park, Yorba Linda, and the unincorporated areas of Orange County.

Cash Contract Cities

The cities of Buena Park, Placentia, San Clemente, Santa Ana, Seal Beach, Stanton, Tustin, and Westminster receive services on a cash contract basis. A base charge was established for each city at time of entry. This charge is updated annually based on the percentage increase in the General Fund budget subject to a cap on the cost of annual adjustments. See chart on page 9 for historical increases. These costs represent the cost of providing service within a contract city and include:

- Direct Labor Costs – Labor, Service and Supplies
- Indirect Support Costs – Emergency Management and Support Staff
- Station Maintenance
- Vehicle and Equipment Replacement

The proposed contract with the City of Garden Grove would be a cash contract.

Future Options for Withdrawal from OCFA

A common question from cities considering joining the OCFA is regarding how they can withdraw from OCFA in the event they wish to return to their own City Fire Department, and what will happen with their Fire Department assets upon withdrawal. The term of the OCFA's JPA is twenty years with an option to withdraw at each ten-year interval (June 30, 2020, and June 30, 2030).

Upon withdrawal from the OCFA, the OCFA's lease-interest in the stations would be terminated and the fire station facilities would be returned to the City for its future use and maintenance. Regarding the City's fire department vehicles, the OCFA will monitor and track the value of the vehicles that are transitioned to OCFA, and maintain an ongoing accounting of "vehicle value" assigned to the City of Garden Grove. During the duration of the contract, we will add the City's ongoing contributions to vehicle replacement, and deduct the cost of new vehicles purchased for the City. Upon withdrawal, the tracked "vehicle value," if positive, would be returned to the City. To date, the OCFA has never had

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an agency withdraw from JPA membership. In fact, at the last window for withdrawal on June 30, 2010, all 23-member agencies renewed the JPA with OCFA for a new twenty-year term.

Overview of Garden Grove Fire Department

The Garden Grove Fire Department serves approximately 176,277 residents within its geographical boundaries of 17.9 square miles. The City's real property's assessed value is in excess of \$10.8 billion. Garden Grove's Fire Department provides fire protection, emergency medical services, and public assistance services within the City of Garden Grove and responded to approximately 15,000 emergency calls in the 2017 calendar year.

Garden Grove's fire department currently consists of 84 sworn and 4 non-sworn full-time employees. Of the 84 current suppression personnel, 27 are licensed firefighter-paramedics. The department has 101 budgeted positions which includes 96 sworn career firefighter positions who provide administrative services, as well as staffing for the seven fire stations and 5 non-sworn positions.

Current Fire Station Staffing

Fire Station 1 – 11301 Acacia Parkway

Type I Engine – Basic Life Support Unit (3 personnel)

Medic Van Transport (2 personnel)

Truck Company (3 personnel)

Battalion Chief

Fire Station 2 – 11805 Gilbert Street

Type I Engine - Paramedic Engine (4 personnel)

Fire Station 3 – 12132 Trask Avenue

Type I Engine - Paramedic Assessment Unit (3 personnel)

Fire Station 4 – 12191 Valley View Street

Type I Engine - Paramedic Assessment Unit (3 personnel)

Fire Station 5 – 12751 Western Avenue

Type I Engine - Paramedic Engine (4 personnel)

Fire Station 6 – 12111 Chapman Avenue

Type I Engine - Paramedic Assessment Unit (3 personnel)

Fire Station 7 – 14162 Forsyth Lane

Type I Engine - Paramedic Assessment Unit (3 personnel)

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Garden Grove's Dispatching

Emergency communications services are currently provided by Metro Cities Fire Authority (Metro Net) whose public safety dispatchers are trained in fire and medical emergencies. Dispatch operates on the county-wide 800 MHz system for communications and utilizes Criteria Based Dispatch (CBD) for pre-arrival instructions. Its current Computer Aided Dispatch (CAD) is Keystone, which is interfaced to paging, station terminals, alerting, and Records Management System.

Dispatch Comparative

Garden Grove	OCFA
800 MHz Radio System	800 MHz Radio System
USA Mobility (Private Paging Company)	OC 900 MHz Paging
Keystone CAD	TriTech Inform CAD
MDC Terminals-Broadband	MDC Terminals - Broadband
Criteria Based Dispatch (CBD)	Criteria Based Dispatch (CBD)
<p style="text-align: center;">Working Structure Fire Response 4 Engines 2 Trucks 2 Battalion Chiefs 1-Medic</p>	<p style="text-align: center;">Working Structure Fire Response 4 Engines 2 Truck 2 Battalion Chiefs 1 Medic 1 Division/Duty Chiefs 2 Investigators 1 Service Support Unit (Bottles and REHAB) 1 Safety Officer 1 Public Information Officer</p>
<p style="text-align: center;">Structure Fire/High Rise 4 Engines 2 Trucks 2 Batt Chiefs 1-Medic</p> <p>*Some Metro Agencies have a transport component on the response</p>	<p style="text-align: center;">Structure Fire/High Rise 6 Engines 2 Trucks 2 Batt Chiefs 1 Medic 1 Division/Duty Chief 1 Safety Officer 1 Service Support Unit (Bottles and REHAB) 1 Public Information Officer</p>
<p style="text-align: center;">Medical Aid Response *Minimum response is Basic Life Support level unit. Additional resources dependent on nature.</p>	<p style="text-align: center;">Medical Aid Response 1 Engine or Truck 1 Medic 1 Private Ambulance</p>
<p style="text-align: center;">Traffic Accident/Person Trapped 1 Engine 1 Truck 1 Batt Chief 1-Medic 1 Private Ambulance</p>	<p style="text-align: center;">Traffic Accident/Person Trapped 1 Engine 1 Truck 1 Battalion Chief 1 Medic 1 Private Ambulance</p>

Overview of OCFA

The Orange County Fire Authority is one of the largest regional fire service providers in California. The Authority responded to approximately 142,000 emergency incidents throughout its fire protection area during the 2017 calendar year. The Authority's staffing² includes 1,019 firefighters, and 46 fire management personnel, 297 non-safety staff, and 172 reserve positions. The OCFA currently serves 1.8 million residents in an area of 571 square miles. This service area consists of 23 political jurisdictions including the unincorporated county areas and 23-member cities with real property having an assessed valuation more than \$290 billion.

Communities Proudly Served:

Aliso Viejo	Lake Forest	Santa Ana
Buena Park	Los Alamitos	Seal Beach
Cypress	Laguna Niguel	Stanton
Dana Point	Mission Viejo	Tustin
Irvine	Placentia	Villa Park
La Palma	Rancho Santa Margarita	Westminster
Laguna Hills	San Clemente	Yorba Linda
Laguna Woods	San Juan Capistrano	Unincorporated Orange County

The OCFA operates out of the Regional Fire Operations & Training Center (RFOTC) as its fire department headquarters in the City of Irvine and 72 fire stations in nine battalions, providing fire suppression, emergency medical, rescue, hazardous materials response, and fire prevention services. The department's service area, which is non-contiguous and includes all parts of the county, is organized into seven major geographical divisions. The equipment used by the department has the versatility to respond to both urban and wildland emergency conditions. The OCFA's inventory includes structural engines, brush engines, trucks/quints, paramedic vans, and other specialized equipment, including hazardous materials units, urban search and rescue units, command units, water tenders, crew-carrying vehicles, air utility units, foam tenders, hose tender unit a fuel tender, dozers, and helicopters.

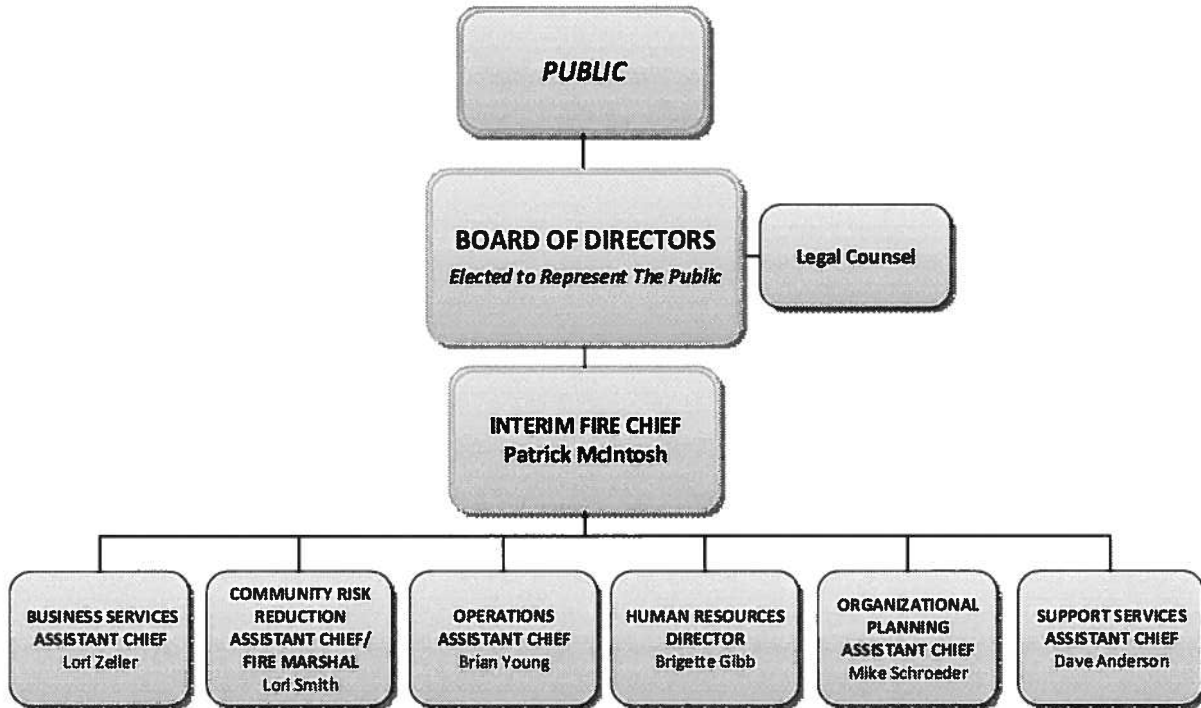
The OCFA has 20 automatic and mutual aid agreements with other fire departments for use and assignment of resources for daily operations and in the event of major emergencies. Under contract to the state, the OCFA protects approximately 175,000 acres of wildland in State and Federal Responsibility Areas located within the county. The OCFA also provides aircraft rescue firefighting services by contract to John Wayne Airport in Irvine.

² Authorized positions, not all are filled.

Organizational Structure

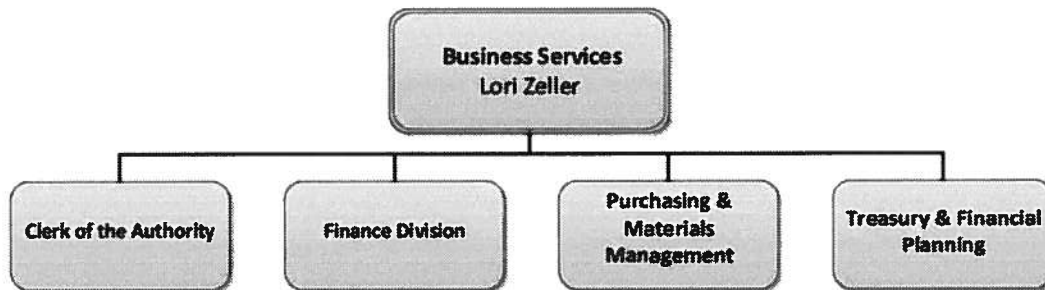
Executive Management

A combination of safety and non-safety managers provide leadership for the OCFA; an appointed Fire Chief, five Assistant Fire Chiefs, and one Director. Service activities are organized into six departments: Business Services, Community Risk Reduction (Fire Prevention), Operations, Human Resources, Organizational Planning, and Support Services.



Business Services

The Business Services Department, under the direction of an Assistant Chief, manages all financial, purchasing, and Board of Director activities. The department coordinates and prepares all budget, payroll, accounting, and administrative support to the Authority; monitors cash balances, makes investments, coordinates issuance and administration of long and short-term debt; provides warehouse, purchasing, shipping and receiving, and mail operations; and provides oversight of the Clerk of the Authority.



Clerk of the Authority

The Clerk of the Authority’s Office is responsible for attending and taking minutes of all public meetings of the Board of Directors and its committees, executing orders of the Board as directed, preparing legal notices for publication, distributing copies of Board orders, processing subpoenas, customer feedback, Fair Political Practice Commission (FPPC) filings, and performing records management functions for the Authority.

Finance

The Finance Section is responsible for providing financial accounting, reporting, planning, and developing procedures and policies to protect and safeguard the financial and material assets of the Authority. Responsibilities include accounts receivable, accounts payable, and payroll; general accounting of fixed assets, and general ledger; and support budget preparation and monitoring, financial forecasting, and special financial studies.

Purchasing and Materials Management

The Purchasing Section processes all purchasing requisitions, develops requests for proposals, manages formal bid processes, and manages surplus property for the Authority. The Materials Management Section (also known as the Service Center) provides shipping, receiving, and warehousing services for the Authority; performs mail processing and delivery services; certifies and maintains apparatus; provides repair and fabrication services on equipment, woodworking, safety garments, and tools; manages the acquisition and distribution of bulk supplies and equipment; and provides logistical support for major emergencies. Based upon the OCFA’s strong purchasing practices and policies, the Section has received an award for Achievement of Excellence in Procurement in 2007, 2008, and 2011 through 2017.

Garden Grove Proposal for Emergency Services

Treasury and Financial Planning Services

The Treasury and Financial Planning Services section is responsible for providing a variety of Treasury and Financial Planning services for the Authority. Treasury services include monitoring cash balances, making investments, issuing and administering long and short-term debt, oversight of the Deferred Compensation program, and accounting support to the Employee Benefits Section. Financial Planning services include preparation of annual budgets, monitoring and reporting of budget variances, financial forecasting, and special financial studies.

Community Risk Reduction (Fire Prevention)

Community Risk Reduction, under the leadership of an Assistant Chief, contributes to community safety and prosperity through the systematic mitigation of risk. Staff works with the development community and partner agency staff to help build safe communities; with community stakeholders and residents to maintain and enhance safety at the neighborhood level; and with several other agencies and stakeholders to evaluate losses and improve mitigation through engineering, education and enforcement.



Planning and Development

The Planning and Development Section works with the development community and jurisdiction planning and building staff to ensure new tracts and projects meet state and local fire and life safety requirements. Staff reviews design and construction plans, working closely with architects, engineers, and consultants following the planning process to ensure that the California and International Fire Code requirements are met prior to issuance of grading and/or building permits. They also conduct inspections of all construction projects.

Prevention Field Services

The Prevention Field Services Section assists stakeholders such as businesses, partner agency staff, first responders, environmental regulatory agencies, and the general public in maintaining and enhancing safe communities. Each division office provides a high level of life safety by: (1) ensuring that minimum state and local codes are met, (2) responding in a timely manner to citizen complaints regarding fire hazards, (3) working closely with local civic groups to ensure code compliance with the special events they sponsor, and (4) providing training and assistance with fire prevention issues to Operations Department personnel.

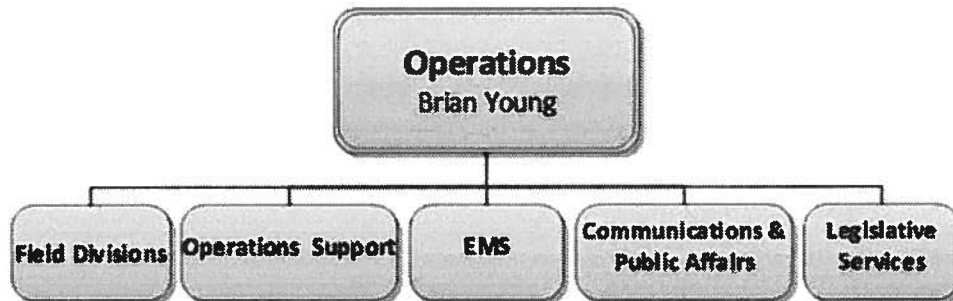
Garden Grove Proposal for Emergency Services

Investigation Services

The Investigation Services Section's investigators review all fires to determine and document fire cause providing the data necessary for effective decision making. A thorough and accurate investigation provides the foundation for current and future prevention, education, and emergency services. Criminal cases are investigated through law enforcement partnerships, and are followed up by filing with the District Attorney's Office, while juvenile-related fires are handled through the Fire FRIENDS (Fire Regional Intervention Education and Delivery System) Program. Cost recovery is pursued on all applicable incidents.

Operations Department

The Operations Department, under the command of an Assistant Chief, is responsible for the delivery of fire, hazardous materials, emergency medical, and rescue services and is most recognizable to the citizens protected by the Orange County Fire Authority. The department is composed of seven divisions, each under the command of a Division Chief. The seven divisions are based on geographical areas and are divided into battalions under the command of Battalion Chiefs. Each battalion contains five to ten stations. Stations are staffed with Captains who are responsible for supervising the fire and emergency medical services for that station on a day-to-day basis. Like fire station personnel positions, Battalion Chief positions are staffed on a shift basis (A, B, and C shift) twenty-four hours a day.



Operation's Field Divisions

The varied nature of emergency response requirements in Orange County dictates that the OCFA's emergency response system be an all risk/multi-function system. OCFA firefighters provide a diverse range of services to Orange County residents, including:

- Structural Firefighting
- Technical Rescue
- Wildland Firefighting
- Public Education
- Urban Search and Rescue
- Hazardous Materials Response
- Aircraft Firefighting at JWA
- Air Operations
- Fire Prevention Inspections
- Emergency Medical Response
- Swift Water Rescue

Garden Grove Proposal for Emergency Services

Fire Suppression

The Operations Department is responsible for controlling and suppressing all hostile fires in the Authority's jurisdiction. This service is enhanced by mutual and automatic aid agreements with surrounding jurisdictions.

Emergency Medical Services

Response to medical emergencies are historically the majority of the responses by Operations personnel. The OCFA provides EMS service the Basic Life Support (BLS) units, ALS from Paramedic Assessment Units and either ALS Paramedic Vans, Engines or Trucks. As with Fire Suppression this service is enhanced by mutual and automatic aid agreements with surrounding jurisdictions.

Fire Prevention Activities

Operations Department field personnel, located in stations throughout the county, also devote considerable time each day to fire prevention and education activities. To maximize resources, engine, truck, and paramedic companies perform most fire safety inspections of businesses and multi-tenant occupancies. Personnel are trained in fire prevention and controlled-activity permit procedures. In addition, field companies provide safety education and familiarization programs to schools, community groups, and interested citizens as part of the Authority's efforts to prevent fires and the associated injuries and losses.

Hazardous Materials (HazMat) Emergency Response Team

The HazMat Team responds to hazardous materials spills and leaks, providing expertise in the safe handling, abatement, and documentation of the emergency. The OCFA participated in the inception, and is a member, of the Orange County-City Hazardous Materials Emergency Response Authority, a joint powers response and cost recovery system.

Aircraft Rescue and Firefighting

The OCFA provides aircraft rescue and firefighting (ARFF) services through a contract with John Wayne Airport. The ARFF crews also provide aircraft refueling safety classes.

Urban Search and Rescue

The Orange County Fire Authority is capable of providing Urban Search and Rescue (US&R) services, utilizing four US&R truck companies strategically placed within Orange County. One of these truck companies is within close proximity to the City of Garden Grove in Buena Park. In addition, OCFA and the Federal Emergency Management Agency (FEMA) jointly sponsor one of the twenty-eight national Urban Search and Rescue Teams. California Task Force Five (CATF-5) based in Orange County, has an extensive array of equipment and provides advanced search and rescue services to communities in need. CATF-5 is available to respond to local, state, and national emergencies within six hours of notification.

Legislative Services Section

The Legislative Services Section monitors legislation and regulations and advocates the Authority's position before federal, state, and local governing and regulatory agencies. The OCFA takes an active role in state and federal legislation and regularly interacts with

Garden Grove Proposal for Emergency Services

statewide groups such as the League of Cities, California State Association of Counties and California Fire Chiefs Association. Most recently OCFA has communicated directly to state legislators on the potential impacts of State Budget cuts or borrowing from local governments. In addition, the Legislative Services Section assists on fire service grant requests and works with our Orange County Congressional Delegation to seek support and funding for fire agency specific projects. As a stakeholder in Orange County, the OCFA has a strong understanding of the political issues affecting not only the OCFA, but all our partner cities. Efforts at the local, state, and federal level are often on issues that affect our cities, as well as the fire service.

Operations Department Support Sections - Division 10

Air Operations Section

The Air Operations Section is responsible for coordination of the Authority's helicopter program. The Authority currently maintains firefighting helicopters at Fullerton Airport, which are used for emergency responses throughout the year for wildland and wildland-urban interface fires, swift water and still water rescues, medical rescue support, and disaster mitigation.

Emergency Planning and Coordination

The Emergency Planning and Coordination (EPAC) Section coordinates the Authority's emergency planning with federal, state, and local jurisdictions and agencies, manages the Department's Operations Center (DOC) during major emergencies, and serves as the Authority's liaison to any agency requiring information regarding emergency response or planning. The EPAC Battalion Chief represents the Authority on working task forces, such as the state and federal Terrorism Task Force, Nuclear Power Authority, and Marine Disaster. This section also maintains and updates all city and county emergency plans, the multi-agency Mutual Aid Plan, Office of Emergency Services (OES) Mutual Aid Plan, Supplement Response Guidebook, and the Orange County Fire Chief Association's Mutual Aid Operational Area Plan.

Pre-Fire Management

OCFA's Wildland Pre-Fire Management Section (PFM) provides for wildfire prevention in Orange County's State Responsibility Areas (SRA) as well as the wildland urban interface (WUI) areas of incorporated cities and unincorporated areas of the County. PFM is funded thorough both the State (CAL FIRE) and local funding and is overseen by the PFM Battalion Chief. The overall goal of the PFM team is to ensure operational success through the efforts of three programs, including Wildland Resource Planning, Community Risk Mitigation, Santiago Handcrew, and Heavy Fire Equipment, whose activities include wildfire prevention, suppression, and restoration.

- ***Wildland Resource Planning*** OCFA's Wildland Resource Planner is responsible for overseeing OCFA's remote automated weather stations (RAWS), live fuel moisture monitoring, fuel reduction projects, fire roads and fuel break maintenance, and is the on-scene CAL FIRE agent at SRA-related incidents for Orange County. Additionally, this position works collaboratively with other key stakeholders (i.e. land

Garden Grove Proposal for Emergency Services

owners/managers, government agencies, utilities, etc.) on prevention, suppression and restoration related issues and projects. OCFA's Fire Behavior Decision Support Team also works with the Wildland Resource Planner.

- *Community Wildfire Mitigation (CWM)* Under the leadership of an Assistant Fire Marshal, this section has three Fire Prevention Specialists, who are responsible for fuel modification plan reviews and compliance, annual defensible space inspections, post-event damage inspections, mapping and reporting, vegetation-related complaint follow-up, and wildfire community outreach. Additionally, this section regularly collaborates with other city, county, state, and federal agencies, as well as with Home Owner's Associations, property owners and local Fire Safe Councils.
- *Santiago Handcrew* The Santiago Handcrew is a 22-member Type I Fire Crew. The Crew is utilized for fire suppression activities, as well as prevention efforts, such as fuels removal and fire road maintenance. It is also utilized for weather related events, such as sand-bagging and tree removal during winter rains.
- *Heavy Fire Equipment* When not deployed on wildland incidents, the Heavy Fire Equipment Section completes prevention activities such as fire road maintenance and fuels reduction work in OCFA service areas. The equipment is also utilized to perform overhaul activities on structural fires, sand-bagging, and mud and debris removal during winter rains.

Communications and Public Affairs (CAPA)

Communications and Public Affairs is comprised of the Public Information Office and is responsible for providing both internal and external communications; keeping members of the OCFA, and the public apprised of current events and issues regarding the OCFA using various media. The CAPA Battalion Chief ensures the city representative to the OCFA Board of Directors and appropriate agency staff are immediately notified of all significant incidents within the agency's jurisdiction. Notifications are customized for each agency to ensure the needs of our partners are met. Other responsibilities in support of the Fire Chief and executive management team include customer service follow-up, special studies as required by the Fire Chief, and liaison to various constituencies including OCFA member cities.

Community Volunteer Services

The Community Volunteer Services, managed from Battalion 3, coordinates all volunteer programs within the OCFA. This includes the Reserve Firefighter Program, the Fire Exploring Program, and the Fire Chaplain Program. The Fire Exploring Program, in conjunction with Boy Scouts of America and Learning for Life, provides opportunities for youth between the ages of 14 and 21 to develop leadership, management, and accountability skills at an early age.

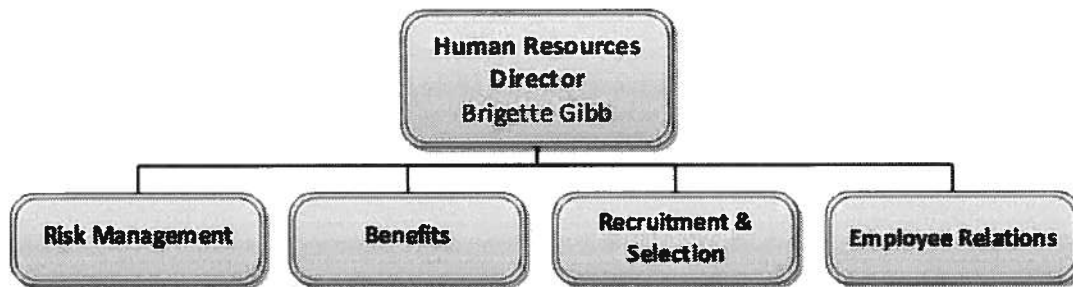
There are seven dedicated Nurse Educators (RN's) for field training, review and certification in addition to the Paramedic Coordinator (RN), and Firefighter/Paramedic field support liaison who report to the EMS Battalion Chief. OCFA employs a medical director for oversight of quality control of pre-hospital care. Physician Claus Hecht is actively involved with OCEMSA and participates in numerous local, state, and federal EMS

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and Urban Search and Rescue (US&R) task forces and decision-making commissions. Our EMS Section is dedicated to quality control, training, and tracking the latest emergency medical trends and health care to best serve the citizens in our communities.

Human Resources

Human Resources is managed by the Human Resources Director, and administers benefits, employee/labor relations, recruitment and selection, and the risk management program.



Risk Management

The Risk Management Section administers the general liability and worker's compensation insurance programs, the safety and occupational health programs and the Wellness and Fitness program (WEFIT). The section secures insurance coverage for the Authority's insurance needs, responds to general liability losses and claims, designs and implements safety compliance programs, conducts health/safety and ergonomic assessments and is responsible for maintaining CalOSHA and NFPA health and Safety records. Risk Management also manages the WEFIT Program. The WEFIT Program Coordinator is responsible for administering the WEFIT exam process, fitness facilities, and maintaining the Peer Fitness Trainer program for the career firefighter work force. This program, which is a joint Labor-Management initiative, emphasizes the prevention of injuries to the employee, and historically, the WEFIT program has decreased the costs associated with lost work days, Workers Compensation, and reduced the potential for re-injury.

Benefits

This section is responsible for the administration of a variety of benefit programs including CalPERS Medical Plans (for non-Firefighter Unit employees), Employee Assistance Program, Retiree Medical Program, and Dependent Care Assistance Program. The Benefits Section is also responsible for the administration of the dental, vision and life insurance programs for non-Firefighter Unit employees, and serves as a liaison to the Orange County Employees Retirement system (OCERS). The Benefits Section is responsible for transmitting the Authority's contribution to the Orange County Professional Firefighters Association Medical Benefit Trust Fund, which is administered by the Association, and coordinates these benefits with Section 125 Premium-Only Plan program.

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Recruitment and Selection

In compliance with State and Federal laws and statutes, Recruitment and Selection is responsible for recruiting and selecting the most qualified candidates, promoting qualified employees, and upholding the OCFA's merit system selection rules and appeals procedure.

Employee Relations

Employee Relations consists of classification and compensation, employee and labor relations, including labor negotiations, and the Professional Standards Unit, which strives to ensure ethical, effective, and efficient conduct through developing and communicating conduct related policies, receiving, investigating, and tracking complaints of misconduct, and providing performance management training.

Organizational Planning

Organizational Planning is comprised of four sections – Training and Safety, Organizational Development & Training, Strategic Services Section, and Training Human Resources. Training and Safety provides organization-wide training activities for emergency response personnel. Organizational Development & Training oversees performance improvement, organizational development, workforce/employee development, and succession planning. Strategic Service is responsible for strategic planning, capital improvement planning, facilities planning, and resource planning. Training Human Resources coordinates promotional examinations and assists the Human Resource Department with Firefighter, Fire Apparatus, Fire Captain and, Battalion Chief recruitments.



Training and Safety Section

This section delivers and facilitates all organization-wide training activities for emergency response personnel. This includes research, development, and implementation of a variety of training courses to meet local needs as well as state and federal mandates, such as basic firefighter, driver/operator, handcrew, and officer academies for career and reserve firefighters. This section also serves in a lead capacity on issues of employee and incident safety, with training officers also serving as safety officers on major incidents.

Organizational Development and Training Section

Organizational Development and Training oversees the design, development and implementation of leadership development and succession planning effort for the OCFA.

Garden Grove Proposal for Emergency Services

Leadership development focuses on developing and expanding leadership skills in order to prepare our personnel for current and future leadership roles. Leadership skills include communication, emotional intelligence, dealing with conflict, and many other skills. Succession planning works to evaluate our current internal talent in order to identify areas where we can better prepare internal candidates, as well as to help inform other training and development needs for the Authority.

Strategic Services

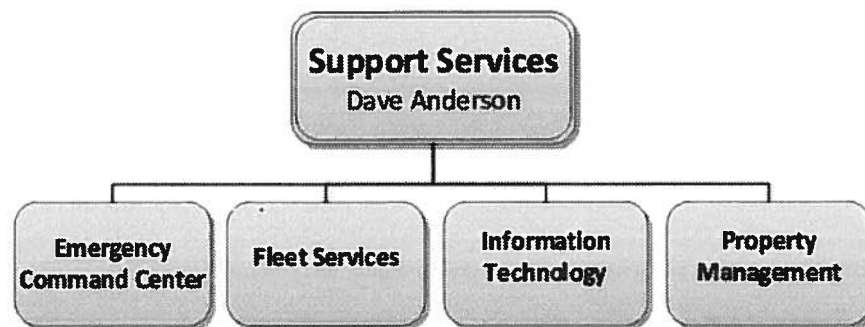
The Strategic Services Section, in conjunction with city/county and Local Agency Formation Commission (LAFCO) planning staff, reviews and responds to major development proposals for public safety and fire protection impacts. Other responsibilities include analyzing and monitoring impacts of development projects, annexations, and incorporations of fire resources, and initiating agreements with developers for acquisition, design, construction, and dedication of fire facilities and equipment. This section also coordinates all California Environmental Quality Act (CEQA) related reviews and processes of the agencies. Also included are all activities associated with analysis of demographic shifts on service delivery, Authority performance standards, management of the OCFA Strategic Plan, and proposal coordination for new partner cities.

Training Human Resources

Training Human Resources Section coordinates the preparation classes with Operations Training and Safety for operations personnel and coordinates all promotional examinations for Fire Apparatus Engineer, Fire Captain, and Battalion Chief with Human Resources. The section head acts as the Operations subject matter expert for the Professional Standards Unit. This section also assists the Human Resources with firefighter recruitments.

Support Services Department

The Support Services Department is managed by an Assistant Chief and provides support to all departments of the Authority. Department responsibilities include receipt and dispatch of emergency calls; coordinating all facility maintenance, repairs, and construction; automotive and fleet maintenance, repairs, and acquisition; development, operation, maintenance, and security of the Authority's computers, networks, information systems, and communication systems.



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Emergency Communications Center (ECC)

The Emergency Communications Center is responsible for receipt and dispatch of emergency calls. The dispatcher answering the initial call determines the type of call, jurisdiction, and closest unit, and dispatches units via computer-aided-dispatch (CAD). In the event of a medical emergency, a dispatcher remains on the phone and utilizes OCFA's Emergency Medical Dispatch (EMD) procedures to render life-saving instructions while apparatus are responding.

Fleet Services

The Automotive Section manages a fleet of more than 587 vehicles and fire apparatus; performs preventive maintenance, major and minor repairs, and renovations on the Authority's apparatus and vehicles; tests and certifies specialty equipment; designs and develops specifications; and oversees acquisition and manufacturing quality assurance of all vehicles and apparatus.

Information Technology

The Information Technology (IT) Section is responsible for the development, operation, maintenance, and security of the Authority's computers, networks, information systems, and communication systems. Responsibilities include strategic planning and forecasting of technology needs; development and monitoring of technology standards and guidelines; systems analysis, design, and implementation; software and hardware evaluation; selection and deployment of all IT related purchases, upgrades, and replacements; and maintenance of a centralized enterprise Geographic Information System (GIS).

OCFA's IT Section has been designated the lead agency by the Orange County Fire Chiefs Association to oversee and implement several grant-funded initiatives to improve Fire Service through Technology and Interoperability. Countywide technology projects lead by OCFA have included CAD-to-CAD Interoperability, Wireless Mobile Data Network, Countywide GIS Repository & Mapping Standards, and an Automatic Vehicle Location program.

Property Management

The Property Management Section manages the needs assessment, design, engineering, and construction of new facilities; structural and cosmetic remodeling of existing facilities; and other extensive upgrades through a comprehensive Capital Improvement Program.

This section coordinates all requests for repairs to facilities and oversees scheduled maintenance for over half million square feet of facilities space owned or operated by the OCFA. These activities are accomplished primarily through contracted vendors and technicians. Service areas include fuel and power sources, heating and ventilation systems, air quality such as diesel exhaust systems, landscape and irrigation, utilities, and systems required to ensure that facilities are ready, safe, and habitable. In addition, this section also services building systems, including repair and replacement of furnishings, fixtures and household equipment.

The Property Management Section oversees the acquisition of land and facilities for use by the OCFA through a variety of service agreements. The section also provides space planning and needs assessment studies for all space requests. Staff also coordinates relocations of safety and non-safety personnel.

Resource and Strategic Decisions

Resource Decisions

Fire department resources are controlled by a fire agency for City coverage and emergency situations through three methods: direct control, automatic aid, and mutual aid. OCFA would utilize direct control of regional resources on a day-to-day basis to ensure that emergency units will be available in Garden Grove. Some jurisdictions may feel that mutual aid and automatic aid are substitutes for a regional approach, this is a common misconception.

Mutual aid and automatic aid agreements cannot substitute for direct control of the request for resources. Mutual aid and automatic aid, although beneficial for major emergencies, relies on another agency's resources. If those resources are not available, response may be delayed or not forthcoming. OCFA's regional approach will ensure that the OCFA's great depth of resources will be available when Garden Grove needs them.

OCFA provides a depth of resources which allows for an aggressive move-up and cover program. This allows for rapid coverage of Garden Grove, if resources are committed to incidents in the City. Automatic Vehicle Location (AVL) enables OCFA to utilize the closest resources, including automatic aid for rapid response to emergencies. OCFA continues to implement modern technology such as a resource status system called MUM, or Move-Up Module, which tracks incidents and commitment of resources and recommends coverage; and the new Public Safety Project which will be a multifunctional state of the art GIS/AVL based dispatch system, a records management system, and an integrated Fire Prevention and Inspection system. These new technological improvements will supplement our existing multi-agency 800Mhz radio system and inter-agency dispatch link.

Garden Grove Proposal for Emergency Services

Local Control and the OCFA Liaison

While the City will have a representative on the Board of Directors, OCFA recognizes that an ongoing liaison between the City and its' fire department is essential. The OCFA assigns a Division Chief and a Battalion Chief to maintain day-to-day working relationships with the City Manager, and through him/her, the City Council. If the City of Garden Grove is to transition to the Authority, the battalion will be part of OCFA Division One and the Division One headquarters will be provided from its current location. The battalion headquarters will be at the current Garden Grove Station 1.

The Division Chief is responsible for representation at meetings called by the City Manager, City Council meetings, and other city staff meetings where fire department input is needed. The Division Chief or Battalion Chief represents the fire department at community events, meetings, or other functions upon request of the City Manager or designated city staff.

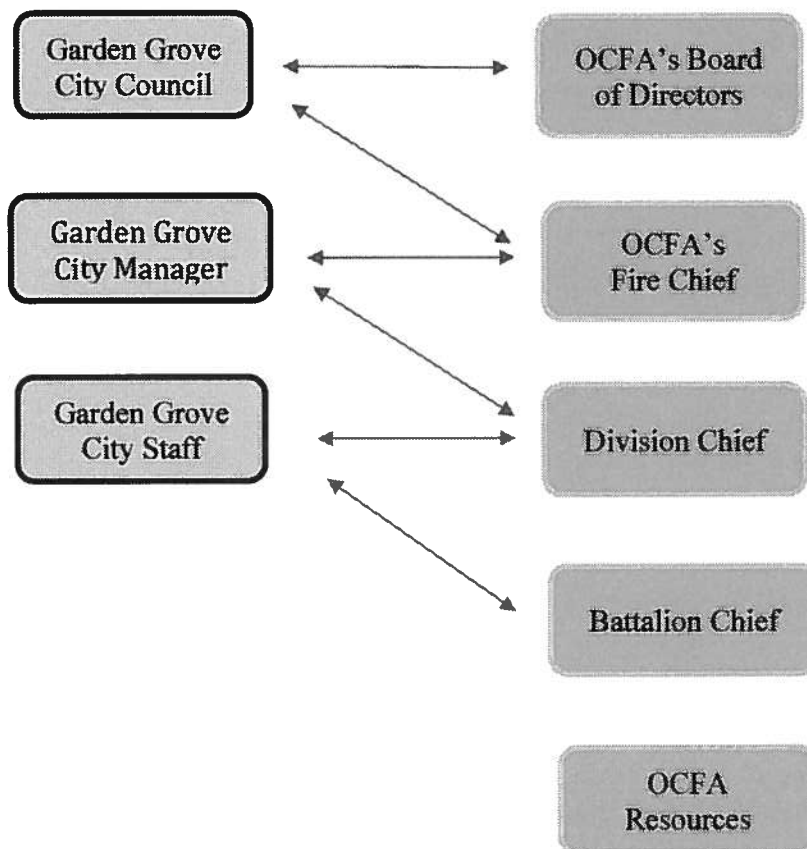
The Communications and Public Affairs (CAPA) Battalion Chief ensures the OCFA Board Director and appropriate city staff are immediately notified of all significant incidents within the city. Notifications are customized for each city to ensure the needs of our partners are met. Local control is maintained as OCFA, through the CAPA Chief, will work collaboratively with city staff in developing strategic communications plans regarding issues and incidents affecting the OCFA and our partner cities. The Public Information Officer (PIO) will be on-scene of significant incidents to handle media relations to ensure strategic communication plans are implemented and timely and accurate information is disseminated.

Understanding that the City and the Orange County Fire Authority would be responsible to the citizens for fire protection and emergency services, both parties will discuss changes to fees, staffing, and permanent placement of equipment and companies prior to implementation; however, the final decision-making authority lies with the OCFA for staffing and equipment. As changes in the staffing and placement of equipment in adjacent communities serviced by the OCFA could affect service to the City, the OCFA will advise the City prior to implementation if such changes should occur.

Both parties will also discuss changes in fire codes and ordinances relating to the Authority's prevention operations; final fire code adoption decision-making authority is with the City of Garden Grove.

Garden Grove Proposal for Emergency Services

City of Garden Grove Access to OCFA Resources



Apparatus

In order for the Orange County Fire Authority to provide fire and emergency medical service protection to the City of Garden Grove, the following apparatus will transition to the OCFA:

- (6) Type I Engines (555, 820, 821, 822, 958, 959)
- (1) Battalion Chief vehicle (113)
- (1) Battalion Utility (139)
- (1) Truck Company (625)
- (1) Air Light Unit (59534)

The City will lease to the OCFA, at no cost, all current fire department vehicles and apparatus necessary to maintain service within the City of Garden Grove, as outlined above. The apparatus will be incorporated into the Authority's vehicle rotation and replacement plans and preventative maintenance program. Currently, an engine is expected to obtain approximately 120,000 miles during a life span of approximately fifteen (15) years.

Garden Grove Proposal for Emergency Services

Throughout the engine or truck's service life, it will be rotated between busy and slow stations to allow the maximum life expectancy to be reached. The replacement cost of each vehicle is based on the anticipated price in the year of purchase divided by the years of expected service.

Each of OCFA's fleet of more than 587 vehicles is scheduled for preventative maintenance, based on mileage and use to ensure safety and response capability. The Automotive Section tracks each vehicle's mileage, use, performance, and repairs. If a trend develops, due to increased vehicle failure or need for repair, maintenance schedules are adjusted as necessary to correct any problems or potential problems. If any apparatus develops ongoing issues, the vehicle's use and life span are re-evaluated and adjusted accordingly.

The routine fleet maintenance of Fire Authority vehicles is normally performed at our RFOTC facility in Irvine, and relief equipment is placed in service while the unit is out for maintenance. All Garden Grove units have been reviewed and evaluated by our Fleet Services Section.

Equipment currently assigned to the Fire Department and not requested by OCFA will return to the City, or, the City may choose to have OCFA sell the equipment on Public Auction with the monies gained from the sale applied to the contract.

Facilities

OCFA Property Management completed a cursory review of the seven Garden Grove Fire Stations to evaluate the overall condition. Supporting Garden Grove documents were provided by the City. The inspection included the following areas:

- Electrical
- Plumbing
- HVAC
- Emergency Generators
- Roof
- Apparatus Bay Doors
- Diesel Exhaust Collection
- Underground Storage Tanks
- Dorm, Bath, and Storage Configuration

The inspection revealed all stations to be in serviceable condition, with no major deficiencies apparent with the exception of one identified roof. Each of the facilities could benefit from additional upgrades to meet OCFA station standards. These upgrades require discussion on items listed in the Facilities Issues list on page 44. The facility issues will require separate discussion for action items and are not included in the start-up cost options.

Garden Grove Proposal for Emergency Services

OCFA will require the City of Garden Grove to provide inspection certification of asbestos mitigation or a management plan for each facility prior to transition at its cost. All current permits and certifications for generators, elevators, fuel station, underground tanks, and any other machinery requiring permits or certification will be required to be provided to OCFA for transfer of the facilities responsibility. The City will ensure all permits/certifications are current at time of transition. OCFA will continue compliance and permit renewals.

OCFA Leasing of Facilities

The City of Garden Grove will lease the Fire Stations to the Orange County Fire Authority for the nominal fee of \$1.00 per year for each station. OCFA will use the premises for public safety purposes. The City shall be responsible for insurance protection of improvements against fire and other risks. OCFA will provide normal, daily operations, and maintenance for the leased facilities consistent with established OCFA standards. OCFA will be responsible for all utilities, including gas, electricity, water, and trash removal except those facilities shared by other entities.

Normal daily operations and maintenance services include janitorial supplies, cleaning, maintenance of interior and exterior surfaces; service and repair of plumbing and electrical systems; trash pickup; and other minor repairs. Repairs of major items—such as air conditioning, apparatus doors, heating systems, and exterior coverings—are covered by participation in the station maintenance plan. Alterations and improvements in excess of \$15,000 will be the responsibility of the City of Garden Grove and would be submitted to the City by the Division Chief for consideration. It is assumed that all stations will be in operational order at time of transition and that the identified repairs at all stations will be complete or a plan to correct any issues will be agreed upon.

The City shall be responsible for all maintenance, repair, and alterations considered a capital improvement (Capital improvements are any single project that exceeds a cost of \$15,000.). Capital projects may include seismic repair, major remodel, renovation/relocation of stations and new fire station construction including structural upgrade required by law.

Hazard Issues

The City will maintain all responsibility for current fuel storage tanks, associated above and underground piping, and any other previously existing hazards including asbestos, asbestos containing materials and mitigation. Associated costs will be the responsibility of the City of Garden Grove and will be addressed expeditiously at the earliest convenience of both the City of Garden Grove and OCFA. A list of additional facilities issues for discussion is located on page 44.

Personnel

If the City of Garden Grove decides to contract with the Orange County Fire Authority for emergency services, the OCFA is committed to making the transition of the Garden Grove Fire Department's operations and personnel to the OCFA as smooth as possible. The positions filled are those created by the contract between the City of Garden Grove and the OCFA; therefore, the considerations rendered regarding personnel are based on any new positions added to the OCFA by this contract.

The OCFA will hire all sworn safety personnel that are current Garden Grove Fire Department employees based on their rank held on 10/17/2017, subject to the conditions noted in this section and the following:

All current sworn employees (84) will be offered positions with the Orange County Fire Authority. The Garden Grove Fire Department non-sworn employees may be offered positions based on funded positions vacant within the Orange County Fire Authority.

Sworn positions by rank needed for contract:

- 3 Battalion Chiefs
- 20 Fire Captains (two staff positions)
- 18 Fire Apparatus Engineers
- 36 Firefighter/Firefighter-Paramedics

The policy of the OCFA is that only positions of rank (Battalion Chief, Captain, Engineer) created by the addition of a new contract are available to the new transitioning personnel. Historically, if the transitioning city has more positions of rank than created by the new contract, those individuals in excess may be demoted in rank. The City will determine which individuals will fill the positions of rank, prior to the transition.

Compensation

The OCFA Human Resources Section will prepare calculations to match the Garden Grove employees' net salary with the closest comparable base pay on OCFA's salary schedule for the rank in which the employee will transition. If the employee's base salary falls between two steps, the employee will receive the higher step. Non-safety compensation is based on the position they are offered. The safety employees will receive retirement and medical benefits as outlined in the current OCFA Firefighter MOU.³ OCFA is open to negotiations with the City of Garden Grove to help transitioning employees receive a total compensation package that is as close as possible to their current salary, benefits, and retirement.

³ Non-safety employee(s) will follow the OCEA General/Supervisory Unit MOU for new hires, serving a probationary period

Garden Grove Proposal for Emergency Services

Seniority

Within the limits of the number of safety (sworn suppression) employees required by the service option, continuous employment as a full-time firefighter with Garden Grove shall be considered the same as continuous employment with the OCFA for transitioning safety employees only for the purposes of:

- Layoff seniority
- Bid assignment seniority preference
- Promotional opportunities
- Accrual of vacation and sick leave

Transitioning employee seniority list will be provided by the City of Garden Grove to the OCFA at time of transition.

Probation

Current regular sworn safety Garden Grove Fire Department employees hired by the OCFA will be considered to have passed their probation period with the Fire Authority, except for the following:

- Any employee who has not completed probation with the City of Garden Grove;
- Any employee who has been suspended within the last year;
- Any employee who has disciplinary action pending or is under investigation for possible disciplinary action at the time of transition, and disciplinary action has been sustained.

If an employee meets any of the above exceptions, the employee may serve a new probation period of twelve months. Civilian non-sworn employees serve a probationary period as per the Orange County Employee's Association Memorandum of Understanding for general and supervisory management.

Medical/Physicals/Fingerprint/DMV

All Garden Grove Fire Department employees offered employment with the OCFA would be required to pass a pre-employment medical/physical examination, Livescan, and California Department of Motor Vehicles (DMV) check. If a Garden Grove Fire Department employee fails to meet the medical requirements or the OCFA determines their fingerprint records or DMV record eliminates them from consideration, the City of Garden Grove will be responsible for the employee. The City may provide the DMV check or may require the employees to provide the DMV check to OCFA.

Sick Bank

OCFA does not provide any sick leave balance for the transitioning employees. All sick leave accrued by transitioning employees during their employment with the City of Garden Grove shall be the responsibility of the City of Garden Grove. OCFA suggests a sick leave bank for the City of Garden Grove employees of five shifts (120 hours). If the City of Garden Grove establishes a sick leave bank for the use of transitioning employees whose accrual with the

Garden Grove Proposal for Emergency Services

Authority is insufficient to cover an absence due to a non-occupational illness or injury, the Authority will continue to pay the employee to the extent the employee has time available from such City-maintained sick leave bank provided the City of Garden Grove reimburses the Authority for all salary and benefit costs related to such a paid absence, subject to final contract negotiations.

Vacation Accrual

OCFA does not provide any vacation leave balance for the transitioning employees. All vacation accrued by transitioning employees during their employment with the City of Garden Grove shall be the responsibility of the City of Garden Grove. OCFA is agreeable to establishing a vacation leave bank for the use of transitioning employees provided the City of Garden Grove funds this bank. The City will reimburse the Fire Authority for all salary and benefit costs related to such a paid time subject to final contract negotiations.

Transition

As stated earlier in this document the purpose of the transition tasks is to complete transition in a methodical, time efficient approach that is seamless without interruption or incident.

Prior to providing emergency services to the City of Garden Grove the OCFA has several tasks that are required for an initial transition. Regardless of the size of the contracting city the tasks are essentially the same; however, the time to complete the tasks are based on the complexity of the department and the geographical size of the city. Some tasks are crucial prior to servicing the city's fire service needs, while other non-essential tasks can be completed weeks or months after the initial transition. Tasks necessary for a transition are separated into three categories:

- Priority Tasks
- Essential Tasks
- Non-Essential Tasks

Priority Tasks

There are three priority tasks paramount to beginning service to a contract city and although there may be the ability to condense the timeframes for some of these tasks each must be completed. It should be recognized that there may be alternatives to a priority task that could accelerate the initial transition. The first priority task is to complete negotiations and sign a contract for emergency services. Until this is completed, the OCFA cannot begin the other two.

Employee Transition

The second priority task is associated with the transfer of personnel. After a contract is signed OCFA Human Resources will begin the necessary transition processing for Garden Grove Fire personnel. The process will begin with presenting job offers to the current Garden Grove employees; once accepted by the employees they will begin medical

Garden Grove Proposal for Emergency Services

evaluations. OCFA's Human Resource Department routinely processes new employees through University of California, Irvine Medical Center (UCI) and completes between ten (10) to eleven (11) medical exams a day; however, at that rate it could take almost one month to provide Garden Grove Fire personnel with a medical evaluation. Once the employee completes their medical evaluation it may take a week or two for OCFA to be provided the results. As this priority task is the most time consuming of the tasks OCFA's HR Department has been working with UCI to increase the rate of medical evaluations to reduce these timeframes.

Dispatch Transition

Another priority task for transition is the ability for the Orange County Fire Authority to dispatch Garden Grove resources. Unlike many tasks necessary for a complete transition an error or mistake in dispatching could result in extended response times; which could have grave consequences. Therefore, the tasks associated with transition of information between Metro Net and the OCFA Dispatch center require deliberate and accurate transfer of information.

Essential Tasks

There are several essential tasks that are necessary prior to OCFA providing emergency service within the City of Garden Grove. Although an essential task is important it can be accomplished with minimal effort and normally within a couple of days. Failure to complete an essential task may not affect OCFA's ability to provide service but could place an unnecessary liability on either the City of Garden Grove or the OCFA; therefore, essential tasks should be completed prior to providing service.

An example of an essential task is the DMV transfer of the emergency vehicles. Without a transfer of ownership OCFA's insurance is unable to cover the vehicles exposing the City of Garden Grove to an unnecessary liability.

Non-Essential Tasks

Non-essential tasks are those tasks that can be completed after OCFA begins providing emergency service. Some non-essential tasks will need to be completed within the first (30) thirty days, while others may not be complete until several months later. Where it might be important to some that all Garden Grove personnel be dressed in OCFA uniforms the first day of the contract, having all personnel in OCFA uniforms is not essential to providing a quality service to the City of Garden Grove.

Garden Grove Proposal for Emergency Services

Start-Up Costs

The table is a list of one-time only basic expenses necessary for implementation of services (start-up costs) and will be the responsibility of the City of Garden Grove. OCFA is willing to discuss amortizing the start-up costs over multiple years rather than incurring a large cash outlay in a single budget year.

Based on 84 Sworn Personnel		
Service Center \$309,661	Helmet Shields Station Equipment Brush Helmets Wildland Personal Protective Equipment Fire Shelters Wildland T-shirts	Goggles Rain Gear Apparatus Complement Uniforms Dress Uniforms Apparatus Decaling
Personnel Costs \$152,650	Physicals Insurance (Risk Management) Livescan	
Fleet Services \$20,800	Apparatus Repairs	
Comm/IT \$293,146	Station Alarms Station Phones (Office & Fax) Tablets for Engines/Trucks Radios (Station & Mobile) Pagers OCFA Computer Programs	Station Network Station Computers Printers/Copiers Radio Pacset Mobile Data Computers Vehicle Tech Upgrades
Facilities \$156,500	Gear Grids Air Compressors New Refrigerators	Station Locks Safety on Gates New mattresses
EMS \$203,468	Nurse Education Equipment	Standardize Equipment
Total Start-Up Costs: \$1,136,225		

Service Center
Safety Equipment

Charges include the cost of basic safety equipment and protective clothing for wildland and structural emergency incidents. Garden Grove's safety equipment standards are similar to

Garden Grove Proposal for Emergency Services

those of the OCFA and the majority of the equipment meets and/or exceeds OCFA requirements; therefore, the only items that will require purchase are items that are not currently issued by the Garden Grove Fire Department or identification changes to safety equipment.

Apparatus Complement

Standardization of equipment is essential for large departments as every employee must know the type of equipment that is on every apparatus and its location; therefore, some equipment will need to be purchased.

Uniforms

Charges are for uniforms for the fire department sworn personnel.

Personnel

Hiring

Personnel costs reflect charges incurred during the hiring process for physicals and livescans.

Fleet Services

As the current vehicles owned and operated by the Garden Grove Fire Department are mechanically sound the start-up costs are minimal and will be expended for minor repairs of the engines.

Communication Services/Information Technology

Computer charges are for adapting the stations to OCFA's Computer Aided Dispatch (CAD), software and hardware to allow access to the OCFA Fire Incident Reporting system, and modifications to the main OCFA computer room to support the additional systems. The charges for computers can be placed in two categories, computer room equipment and station equipment. The computer room equipment is located at the Orange County Fire Authority's Emergency Communication Center and is necessary for dispatching emergency response units within the City of Garden Grove.

Adaptability to the network, standardization of radio and telephone systems are also included in the start-up costs. The cost range provided is as a result of possible compatibility and integration issues. OCFA shall attempt to use existing equipment and integrate where practical.

Facilities

The cost to correct current station issues and standardize each of the stations is divided into three main categories:

- Start-up Costs - \$156,500
- Capital Improvements - \$357,000
- Yearly Maintenance - \$105,000 (repair current issues)

Garden Grove Proposal for Emergency Services

Start-up Costs

The facility "Start-up Costs" are required to standardize each of the stations to OCFA standards. The standardization reduces maintenance costs and provides consistency among all the OCFA Fire Stations. Some of the start-up costs include items such gear grids for storing firefighter turnouts where air is allowed to circulate around the turnouts. Safety items on gates such as "miller edge" and exit loops. In addition, each Fire Station will have a compressor with adequate pressure to maintain the fire engines and fire trucks.

Capital Improvements

All capital improvement costs are the responsibility of the City of Garden Grove. More than half of the estimated capital improvement costs (\$357,000) are the repair of cracks/damage and slurry seal parking lots of Stations 1-5. The balance of the estimated capital improvement costs is for a new roof for Station 2, re-piping of Station 1 and repair of existing maintenance issues. The capital improvements can be completed over a period agreed upon by both parties.

- Repair Asphalt \$215,000
- Reroof Station 2 \$65,000
- Tankless Water Heaters for Station 1 \$15,000
- Exterior Painting and Termite Repair \$32,000
- Preventative Maintenance/Recoat Station 5 Roof \$20,000
- Repair Structural Damage at App Bay Door Station 7 \$10,000

Yearly Maintenance

The OCFA will utilize the yearly facility maintenance charge of \$105,000; which is part of the contract costs to:

- Paint Exterior Trim where cost is under \$15,000
- Replace floor covering
- Replace shower door where identified
- Paint interior and repair ceiling "T-Bar" panels
- Replace interior window coverings at all Stations
 - Except Station 6
- Compressor at Station 5
- Interior and exterior locks at Station 7

If the above listed yearly maintenance exceeds the \$105,000 yearly maintenance fund the repairs may be completed the following year when additional funds become available.

Adoption of Codes and Ordinances

Upon the City of Garden Grove entering into a contract with the Orange County Fire Authority, the City would agree to:

- Consider adoption of OCFA amendments to the 2016 California Fire and Building Codes.
- Adopt a Resolution designating OCFA as the Participating Agency for the Business Plan and Fire Code portions of the Orange County Certified Unified Program Agency.
- Designate the Orange County Fire Authority's Fire Chief as the City of Garden Grove's Fire Chief.

Documents for City Council Approval

- Joint Powers Authority Agreement (20-year term through June 30, 2030, with an option to exit at the 10-year interval/2020)
- Fire Services Agreement
- Letter of Understanding on the transition of personnel
- Facility and Vehicle Lease Agreement
- Sample Ordinances and Codes for City Adoption

Facility Issues

The Orange County Fire Authority inspected seven fire station facilities and identified issues that may not require immediate correction, but should be agreed upon for funding and repair responsibilities. System replacements currently in the Garden Grove Capital Improvement Project budget for fire stations will remain in place at the timeline currently established by the budget. OCFA may coordinate and schedule the below listed work at the request of the City, but the replacement cost will remain with the City. These issues are not included in the contract, start-up or capital improvement costs in this proposal.

Issues to be discussed	
All Fire Stations	Asbestos Management Plan and Mitigation Reports All required certifications and permits up to date
Fire Station 1	Fire Safety Systems Dorm Privacy Upgrades Bathroom privacy upgrade Limited egress on 2nd floor, windows do not open Public Works recommended re-piping including drains
Fire Station 2	Dorm privacy upgrades Bathroom privacy upgrade
Fire Station 3	Remove Storage Containers Dorm privacy upgrade Bathroom privacy upgrade Convert front dorm to female dorm – add shower
Fire Station 4	Dorm privacy upgrade Bathroom privacy upgrade
Fire Station 5	Bathroom privacy upgrade Lack of Fire Life Safety systems/egress from dorms
Fire Station 6	New Fire Station being built – upgrades not required
Fire Station 7	Energy management Lack of fire life safety systems

Glossary

Automatic Aid Response Agreement

An agreement between two or more agencies under which designated fire companies are automatically dispatched into predetermined areas for fire protection and medical emergencies.

Battalion

A geographic protection area of the Orange County Fire Authority with approximately 5 to 11 stations.

CAD

Computer-aided dispatch, state of the art communication.

City

The City of Garden Grove.

City Council

The City Council of the City of Garden Grove

Company

Suppression staff assigned to staff a particular piece of firefighting equipment.

Contract City

A city that has chosen to contract with the Orange County Fire Authority for fire protection and emergency medical services.

Cross-Staffing

Personnel assigned to a station's Engine or Truck Company will staff a specialized piece of equipment as necessary.

ECC

Emergency Communications Center of the Orange County Fire Authority located at Orange County Fire Authority headquarters in Orange.

Emergency Medical Service (EMS)

Include pre-hospital paramedic services, but not ambulance transport.

Engine

A mobile piece of fire equipment which carries hose, water, and a pump (750 gpm or larger).

First Alarm

The initial emergency response force. Number and type of equipment is dependent on type of emergency. Standard first alarm for fire includes: 3 Engines, 1 Truck, 1 Medic Unit, 1 Battalion Chief.

Garden Grove Proposal for Emergency Services

Master Mutual Aid Agreement

An agreement between all fire agencies in Orange County to provide resources to handle large or unusual emergencies. Net 1 (Orange County Fire Authority) serves as the area coordinator.

OCFA

Orange County Fire Authority.

Paramedic Assessment Unit (PAU)

A first-out engine/truck company staffed by full-time career personnel, including a certified paramedic. Authorized to initiate advanced life support care if deemed necessary.

Platoon

Personnel assigned to work the same 24-hour shifts; normally one third of the total suppression work force.

Quint/Truck

A mobile piece of fire equipment which carries hose, water, a pump, ladders, and an aerial ladder.

Second Alarm

Additional equipment dispatched when the emergency exceeds the capability of the first alarm assignment. Standard second alarm for fires includes: 6 Engines, 2 Trucks, 1 Medic Unit, 2 Battalion Chiefs, 1 Division Chief, 1 Safety Officer and additional support units.

Shift

24-hour work period used by the suppression force.

Structure Fire

A fire in a building or other structure of value.

Third Alarm

Additional equipment dispatched when the emergency exceeds the capability of the second alarm assignment. Standard third alarm for fires includes: 9 Engines, 3 Trucks, 1 Medic Unit, 3 Battalion Chiefs, 1 Duty Officer, 1 Division Chief, 2 Safety Officer and additional support units.

Working Structure Fire

A report of an incident with detail supporting active fire in a building. A standard working structure fire includes: 4 Engines, 2 Trucks, 1 Medic Unit, 1 Battalion Chief, 1 Division Chief, 1 Safety Officer.

800 MHz

An advanced high frequency radio transmission band. Also referred to as 800 radio frequency.

2018 OCFA Board of Directors

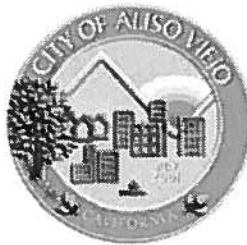
(Attachment A)



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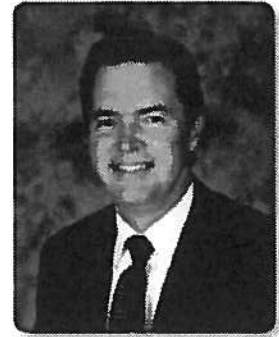


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Garden Grove Proposal for Emergency Services



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Garden Grove Proposal for Emergency Services



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Garden Grove Proposal for Emergency Services



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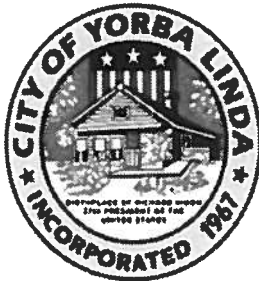
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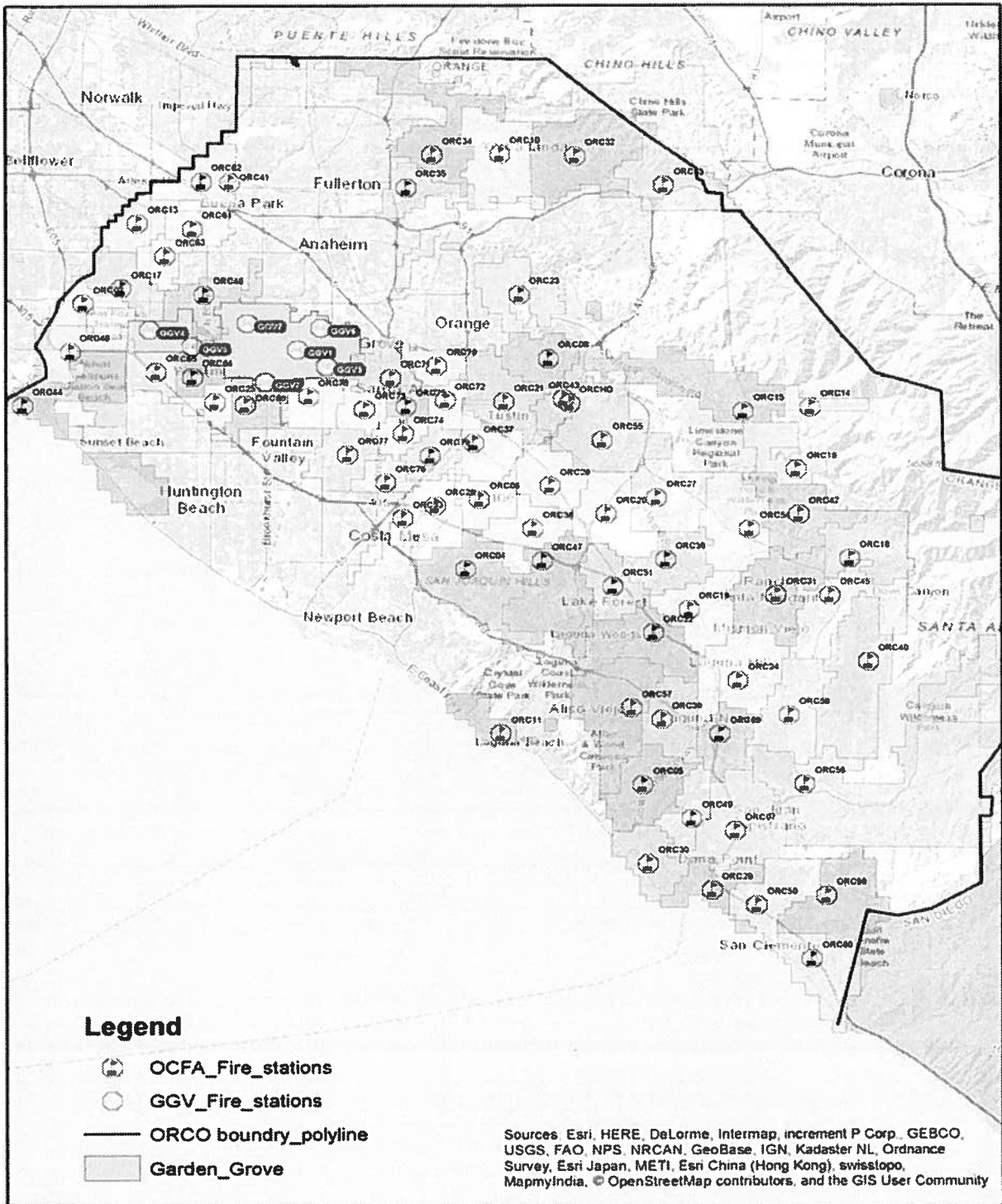
Garden Grove Proposal for Emergency Services



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OCFA Service Area Map

(Attachment B)



Garden Grove Proposal for Emergency Services

2017/18 CRR Adopted Fee Schedule (Attachment C)

Orange County Fire Authority
2017-18 Community Risk Reduction Fee Study
Adopted Fee Schedule - Effective Date September 29, 2017
Prevention Field Services

Fee Code	Service Name	2017-18 Adopted Fee (a) (b)
AA1	Aerosol – Issuance	\$217
AA1R	Aerosol - Reissuance	\$138
AA2	Aircraft Refueling – Issuance	\$430
AA2R	Aircraft Refueling – Reissuance	\$295
AA3	Aviation Facility – Issuance	Hourly Rate
AA3R	Aviation Facility – Reissuance	Hourly Rate
AA5	Waste Handling – Issuance	Hourly Rate
AA5R	Waste Handling – Reissuance	Hourly Rate
AA6	Amusement Building – Issuance	Hourly Rate
AA6R	Amusement Building – Reissuance	Hourly Rate
AC1	Candles/Open flame – Issuance	\$178
AC1R	Candles/Open flame – Reissuance	\$138
AC2	Carnival or Fair – Issuance	Hourly Rate
AC6	Combustible Material Storage – Issuance	Hourly Rate
AC6R	Combustible Material Storage – Reissuance	Hourly Rate
AC71	Compressed Gas – Corrosive Issuance	\$234
AC71R	Compressed Gas – Corrosive Reissuance	\$156
AC710	Compressed Gas-Toxic - Issuance	\$234
AC710R	Compressed Gas-Toxic - Reissuance	\$156
AC72	Compressed Gas – Flammable Gas Issuance	\$234
AC72R	Compressed Gas – Flammable Gas Reissuance	\$156
AC73	Compressed Gas-Highly Toxic - Issuance	\$234
AC73R	Compressed Gas-Highly Toxic - Reissuance	\$156

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AC76	Compressed Gas-Oxidizer - Issuance	\$234
AC76R	Compressed Gas-Oxidizer - Reissuance	\$156
AC77	Compressed Gas – Pyrophoric - Issuance	\$225
AC77R	Compressed Gas – Pyrophoric - Reissuance	\$156
AC91	Cryogenics – Physical or Health Hazard - Issuance	\$152
AC91R	Cryogenics – Physical or Health Hazard - Reissuance	\$138
AC92	Cryogen – Flammable Issuance	\$217
AC92R	Cryogen – Flammable Reissuance	\$156
AC94	Cryogen – Inert Issuance	\$152
AC94R	Cryogen – Inert Reissuance	\$138
AC95	Cryogen – Oxidizer Issuance	\$168
AC95R	Cryogen – Oxidizer Reissuance	\$138
AD11	Dry Cleaning Plants - Package Issuance	\$152
AD11R	Dry Cleaning Plants – Package Reissuance	\$138
AD2	Dust Producing Operations - Issuance	\$234
AD2R	Dust Producing Operations - Reissuance	\$173
AE1	Explosives/Blasting Condition with OCSD Approval – Issuance	Hourly Rate
AE2	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Issuance - Delete	Delete
AE2R	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Reissuance - Delete	Delete
AF1	Firework Stands	\$192
AF2	Outdoor Fireworks Display, such as July 4th displays	\$1,946
AF21	Outdoor Fireworks Display, such as home coming & barge display	\$539
AF22	Pyrotechnics/Special Effects Materials	\$871
AF31	Flammable Combustible Liquids – Issuance to use or operate a pipeline	Hourly Rate
AF31R	Flammable Combustible Liquids - Reissuance	Hourly Rate
AF32	Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)	\$234
AF32R	Flammable Combustible Liquids – Reissuance	\$156
AF33	Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside.	\$234
AF33R	Combustible Liquids – Reissuance	\$156
AF35	Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.	\$234
AF35R	Flammable Combustible Liquids – Reissuance	\$156
AF36	Flammable Combustible Liquids – Issuance. Tank removal or installation (AST/UST) - Delete	Delete
AF361	Flammable Combustible Liquids – Each additional tank (AST/UST) - Delete	Delete
AF4	Fruit Ripening – Issuance - Delete	Delete
AF4R	Fruit Ripening – Reissuance - Delete	Delete

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AH11	Hazardous Materials – Oxidizing Issuance	\$234
AH110	Hazardous Materials – Water Reactive Issuance	\$152
AH110R	Hazardous Materials – Water Reactive Reissuance	\$156
AH11R	Hazardous Materials – Oxidizing Reissuance	\$156
AH12	Hazardous Materials – Corrosive Issuance	\$234
AH12R	Hazardous Materials – Corrosive Reissuance	\$156
AH13	Hazardous Materials – Flammable Solids Issuance	\$234
AH13R	Hazardous Materials – Flammable Solids Reissuance	\$156
AH14	Hazardous Materials – Highly Toxic Issuance	\$227
AH14R	Hazardous Materials – Highly Toxic Reissuance	\$149
AH15	Hazardous Materials – Organic Peroxide Issuance	\$227
AH15R	Hazardous Materials – Organic Peroxide Reissuance	\$149
AH16	Hazardous Materials – Pyrophoric Issuance	\$227
AH16R	Hazardous Materials – Pyrophoric Reissuance	\$149
AH18	Hazardous Materials – Toxic Issuance	\$234
AH18R	Hazardous Materials – Toxic Reissuance	\$145
AH19	Hazardous Materials – Unstable Reactive Issuance	\$234
AH19R	Hazardous Materials – Unstable Reactive Reissuance	\$156
AH3	High Piled Combustible - Issuance	\$397
AH3R	High Piled Combustible Reissuance	\$243
AL1	Liquefied Petroleum Gas – Issuance	\$149
AL1R	Liquefied Petroleum Gas - Reissuance	\$138
AL2	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance	Hourly Rate
AL3	Lumber Yards and Woodworking Plants – Issuance	\$332
AL3R	Lumber Yards and Woodworking Plants - Reissuance	\$243
AM1	Magnesium Working – Issuance/Reissuance	Hourly Rate
AM2	Open and Covered Malls - Issuance/Reissuance	\$563
AM3	Motor Vehicle Fuel Dispensing – Issuance	\$184
AM31	Motor Vehicle Fuel Dispensing – Package Issuance	\$135
AM31R	Motor Vehicle Fuel Dispensing – Package Reissuance	\$138
AM3R	Motor Vehicle Fuel Dispensing - Reissuance	\$138
AO1	Open Burning/Fire – Issuance	Hourly Rate
AO3	Industrial Ovens – Issuance	\$184
AO3R	Industrial Ovens - Reissuance	\$138
AP21 to AP22	Assembly, <300 occupants - Issuance	\$557

Garden Grove Proposal for Emergency Services

AP21R to AP22R	Assembly, <300 occupants - Reissuance	\$400
AP23 to AP25	Assembly, >300 occupants - Issuance	\$856
AP23R to AP25R	Assembly, >300 occupants - Reissuance	\$479
AR2	Refrigeration Equipment – Issuance	\$332
AR2R	Refrigeration Equipment – Reissuance	\$190
AR3	Repair and Service Garage – Issuance	\$283
AR31	Repair and Service Garage < 5000 sq ft – Package Issuance	\$266
AR31R	Repair and Service Garage < 5000 sq ft – Package Reissuance	\$225
AR3R	Repair and Service Garage – Reissuance	\$225
AS1	Spraying or Dipping Operation – Issuance	\$381
AS1R	Spraying or Dipping Operation - Reissuance	\$138
AT1	Tent/Membrane Structure – Issuance	Hourly Rate
AT1.1	Canopy Structure – Issuance	Hourly Rate
AT2	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Issuance	Hourly Rate
AT2R	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Reissuance	Hourly Rate
AW1	Hot Work - Issuance.	\$184
AW11	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance	\$190
AW11R	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance	\$138
AW1R	Hot Work - Reissuance.	\$138
J200	Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)	Hourly Rate
J201	Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees)	\$250
J202	Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees)	\$500
J203	Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees)	\$1,000
M100	Correctional or Detentional Facility – Large (i.e. full-scale jails, prisons, and places of detention)	\$561
M101	Correctional or Detentional Facility – Small (i.e. holding cells)	\$266
M102	High Rise Facility > 75 Feet	\$1,135
M103	Mid Rise Facility 55 - 74 Feet	\$659
M121	Care Facility for more than 6 ambulatory & non-ambulatory clients	\$362
M123	Hospitals, Nursing homes, Mental hospitals, and Surgery Centers	\$904

Garden Grove Proposal for Emergency Services

M124	Community Care Facility (i.e. clearance letter, large family day, & etc.)	\$168
M125	Pre-Inspection Residential Care Facility (i.e. Single-Family Residences)	\$463
M130	Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$48
M131	Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 2,500 people.	\$217
M132	Major Special Events – Events that impact emergency operations equipment or access or have attendance, participation, or mass gathering of more than 2,500 people.	\$364
M133	Special Event Expedite Fee for <10 days submittal	50%
M140	Fire Watch - Requested	Hourly Rate
M141	Standby – Engine Company – Board approved cost recovery rate	Hourly Rate
M150	Travel Time	\$70
M151	Alternate Means & Methods	Hourly Rate
M152	All other time to be charged as Time and Materials	Hourly Rate
False Alarm		
	False Alarm - 2nd within 6 months (<i>Penalty fees are not included with the annual S&EB increase</i>)	\$100
	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (<i>Penalty fees are not included with the annual S&EB increase</i>)	\$250
	Failure to comply with orders, tags or notices - 4th false alarm within 6 months (<i>Penalty fees are not included with the annual S&EB increase</i>)	\$500
	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (<i>Penalty fees are not included with the annual S&EB increase</i>)	\$1,000
800 MHz Radio Loaner/Rental Program		
	Loaning of the preprogrammed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation.	\$75 per month

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Fee Code	Service Name	2017-18 Proposed Fee (a)
PR100	California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), Notice of Preparation (NOP), and Advance Planning	\$387
PR104	Small Project CUP - Single Family Residence, Commercial Remodel, New Commercial Building without on-site access	\$244
PR105	Development Plan/Site Review	\$387
PR110	Map review (A map) – tentative tract map/screen check	\$387
PR115	Final map review (B Map) and/or clearance letter for print of linen	\$244
PR120	Conceptual fuel modification - Multi-Dwelling or Commercial Area (Plan Review ONLY)	\$1,044
PR121	Conceptual fuel modification - Single Family Dwelling (Plan Review ONLY)	\$691
PR124	Precise fuel modification (Includes vegetation clearance inspection for lumber drop, final, and HOA turnover inspections)	\$1,116
PR124i	Precise fuel modification – INSP ONLY	\$328
PR125	Precise fuel modification – Single Family Dwelling	\$743
PR125i	Precise fuel modification – Single Family Dwelling INSP ONLY	\$328
PR127i	Fuel Modification Maintenance Inspection -Customer requested or complaint initiated for Tract Development	\$725
PR145	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives	\$668
PR145i	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates - INSP ONLY	\$225
PR146	Fire protection plan – an alternative to CBC Chapter 7A construction requirements for development in a fire hazard severity zone (Plan Review ONLY)	\$444
PR147	Fire protection plan – "Add-on" 7A to large "Parent" Fire Protection Plan (Plan Review ONLY)	\$207
PR150	Fire master plan – public school	Exempt
PR155	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete.	\$414
PR155i	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP	\$190
PR160	Residential site review for single family dwelling consisting of one or two units (Plan Review ONLY)	\$374
PR160i	Residential site review for single family dwelling – INSP ONLY	\$104
PR172	Methane testing, findings, & recommendations (Currently included with the Methane work plan)	\$427
PR174	Methane mitigation plan	\$488
PR180	Vehicle or pedestrian gates across emergency access roads	\$406
PR180i	Vehicle or pedestrian gates across emergency access roads- INSP ONLY	\$121
PR182	Unenclosed accessory structure/outdoor fire place/fire pit in special fire areas. Inspection not required	Exempt
PR184	Speed hump review and drive test	\$919
PR186	Operations pre-planning automation. Fee waived if criteria on handout are satisfied	\$622
PR192	Addressing Layout Developments - Commercial/Residential	Hourly Rate
PR200	All A Occupancy > 10,000 square feet aggregate	\$1,635
PR200i	All A Occupancy > 10,000 square feet aggregate INSP ONLY	\$415
PR204	All A Occupancy ≤ 10,000 square feet aggregate area)	\$1,066
PR204i	All A Occupancy ≤ 10,000 square feet aggregate area) INSP ONLY	\$466
PR208	All A ≤ 1500 square feet	\$747
PR208i	All A ≤ 1500 sq. ft. INSP ONLY	\$259
PR212	Educational other than day care (Plan Review ONLY)	\$732
PR212i	Educational other than day care - INSP ONLY	\$415
PR216	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) aggregate (Plan Review ONLY)	\$488
PR216i	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) INSP ONLY	\$259
PR220	E Day Care or I-4 (see PR212 for any combination of E occupancies sharing common egress) (Plan Review ONLY)	\$732
PR220i	E Day Care or I-4 - INSP ONLY	\$294
PR224	B,F,M,S occupancies when required by Building Official (Plan Review ONLY)	\$488

(a) 2017-18 Hourly Rate = \$202 per hour

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Fee Code	Service Name	2017-18 Proposed Fee (a)
PR224i	B,F,M,S occupancies - INSP ONLY	\$311
PR232	H1, H2, H3, H4 or L Occupancy - Chemical classification fee (PR320-PR328) also required	\$1,408
PR232i	H1, H2, H3, H4, or L Occupancy Chemical classification fee (PR320-PR328) INSP ONLY	\$432
PR236	S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)	\$973
PR236i	S1 - Motor Vehicle Repair Garages INSP ONLY	\$363
PR240	S1 -Aircraft Repair Hanger (Chem class fee, (PR320-PR328) also required)	Hourly Rate
PR240i	S1 -Aircraft Repair Hanger INSP ONLY	Hourly Rate
PR244	H5 Occupancy (Chem class fee (PR320-PR328), also required) (Plan Review ONLY)	Hourly Rate
PR244i	H5 Occupancy INSP ONLY	Hourly Rate
PR248	Structures with non-ambulatory or incapacitated occupants (I-1, I-2, I-2.1, R-2.1 occupancies)	Hourly Rate
PR248i	Structures with non-ambulatory or incapacitated occupants. (I-1, I-2, I-2.1, R-2.1 occupancies) INSP ONLY	Hourly Rate
PR256	I3: Structures with restrained occupants, 3 cells or less	\$594
PR256i	I3: Structures with restrained occupants, 3 cells or less - INSP ONLY	\$207
PR260	I3: Structures with restrained occupants, more than 3 cells	\$2,664
PR260i	I3: Structures with restrained occupants, more than 3 cells INSP ONLY	\$691
PR264	R1 or R2 Hotels, motels, apartments, condominiums with ≤ 50 dwelling units per building	\$415
PR268	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building.	\$1,165
PR268i	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building INSP ONLY	\$311
PR272	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building.	Hourly Rate
PR272i	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building INSP ONLY	\$518
PR276	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. Facilities	Hourly Rate
PR276i	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. INSP ONLY	\$415
PR280	R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients - Delete	\$0
PR280i	R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients. INSP ONLY - Delete	\$0
PR285	Hi-Rise: Structures that are 75' or higher measured from lowest point of fire department access	\$2,604
PR285i	High-rise: Structures that are 75' or higher in height - INSP ONLY	\$725
PR300	Above-ground storage tank, including equipment (see PR625 for temporary above-ground storage tanks)	\$625
PR300i	Above-ground storage tank, including equipment -INSP ONLY	\$259
PR305	Dispensing from underground storage tank: New installation (Single fee for all tanks at a single location) (Aboveground safety/components only)	\$738
PR305i	Dispensing from underground storage tank: New Installation, INSP ONLY (Aboveground safety/components only)	\$311
PR310	Dispensing from Underground storage tank: Repair, alteration, abandonment (Aboveground safety/components only)	\$440
PR315	Hazardous Material Process/Storage for Non - H Occupancies. Use with PR320-PR328. Also for outdoor LPG exchange stations; separate chemical classification review not required.	\$668
PR315i	Hazardous Material Process/Storage for Non - H Occupancies – INSP ONLY	\$363
PR318	Chemical Classification 1-5 Chemicals	\$244
PR320	Chemical Classification Review. 6-15 chemicals	\$427
PR322	Chemical Classification Review 16-50 chemicals	\$610
PR324	Chemical Classification Review. 51-100 chemicals	\$854
PR326	Chemical Classification Review. > 100 chemicals	\$1,263
PR328	Chemical Classification Review. Unusual chemicals/quantities	Hourly Rate
PR330	High-piled storage: code/commodity compliance	\$1,235
PR330i	High-piled storage - INSP ONLY	\$605
PR335	Commercial cooking hood and duct system (per system)	\$475
PR335i	Commercial cooking hood and duct system (per system) - INSP ONLY	\$190

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Fee Code	Service Name	2017-18 Proposed Fee (a)
PR340	Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 30 pounds of any other refrigerant	\$1,045
PR340i	Refrigeration unit and system – INSP ONLY	\$590
PR345	Spray booth, spraying area: mechanically ventilated appliance provided to enclose or accommodate a	\$781
PR345i	Spray booth, spraying area - INSP ONLY	\$415
PR350	Gas systems: medical gas, industrial gas (including piping and manifolds)	\$1,195
PR350i	Gas systems: medical gas, industrial gas – INSP ONLY	\$605
PR355	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals)	Hourly Rate
PR355i	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals INSP ONLY	Hourly Rate
PR360	Special equipment: industrial ovens, vapor recovery, dust collection	\$927
PR360i	Special equipment: industrial ovens, vapor recovery, dust collection - INSP ONLY	\$276
PR362	Photovoltaic System - Residential Alternative Compliance (Plan Review ONLY)	\$154
PR362i	Photovoltaic System - Residential Alternative Compliance INSP ONLY	\$104
PR363	Photovoltaic System - Commercial (Requested by Building Official) (Plan Review ONLY)	\$276
PR363i	Photovoltaic System - Commercial (Requested by Building Official) - INSP ONLY	\$207
PR365	Special extinguishing system: dry chemical, CO2, FM 200, foam liquid systems, inert gas (Halon, Inergen,	\$742
PR365i	Special extinguishing system – INSP ONLY	\$173
PR375	Battery Systems, stationary storage and cell sites (chemical quantities require application of CFC Art 64	\$680
PR375i	Battery systems INSP ONLY	\$294
PR380	Smoke control systems; review of rational analysis	\$1,452
PR382	Smoke control systems: design/testing – inc. 1 submittal meeting w/customer	\$3,232
PR382i	Smoke control systems: design/testing INSP ONLY	\$1,451
PR390	Emergency Responder Radio System (FOR INTERNAL TRACKING PURPOSE)	\$0
PR400	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot)	\$625
PR400i	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot) - INSP ONLY	\$259
PR401	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot)	\$596
PR401i	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot) - INSP ONLY	\$311
PR402	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations	\$384
PR402i	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$242
PR405	NFPA 13D fire sprinkler system: One or two family dwelling - within new tract developments	\$417
PR405i	NFPA 13D fire sprinkler system: One or two family dwelling - INSP ONLY	\$173
PR406	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) (FOR INTERNAL	\$0
PR406i	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) – INSP ONLY (FOR	\$0
PR410	NFPA 13R fire sprinkler system: Multi-family dwellings 3 to 16 units per building	\$718
PR410i	NFPA 13R fire sprinkler system 3 to 16 units INSP ONLY	\$311
PR415	NFPA 13R fire sprinkler system >16 units	\$799
PR415i	NFPA 13R fire sprinkler system >16 units INSP ONLY	\$311
PR420	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser	\$718
PR420i	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser – INSP ONLY	\$311
PR425	New NFPA 13 fire sprinkler system: >100 fire sprinkler heads w/1 riser	\$834
PR425i	New NFPA 13 fire sprinkler system: each additional riser OR per floor in buildings >3 stories. - INSP	\$345
PR430	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations	\$370
PR430i	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$207
PR435	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations	\$593
PR435i	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations - INSP ONLY	\$328
PR440	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review	\$838
PR440i	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review - INSP ONLY	\$449

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Fee Code	Service Name	2017-18 Proposed Fee (a)
PR445	Pre-action fire sprinkler system: Includes the fire alarm system when submitted together	\$555
PR445i	Pre-action fire sprinkler system: INSP ONLY	\$311
PR450	New or TI to NFPA 13 in-rack fire sprinkler systems	\$1,062
PR450i	New or TI to NFPA 13 in-rack sprinkler fire sprinkler systems - INSP ONLY	\$432
PR455	NFPA 13 small hose stations - Delete	\$0
PR455i	NFPA 13 small hose stations - INSP ONLY Delete	\$0
PR460	NFPA 14 Class I, II or III standpipes (includes all standpipes within a single building)	\$790
PR460i	NFPA 14 standpipes INSP ONLY	\$363
PR465	Fire pump installation	\$1,144
PR465i	Fire pump installation - INSP ONLY	\$432
PR470	Underground fire protection system: single hydrant OR single riser connection	\$575
PR470i	Underground fire protection system: single hydrant or riser. INSP ONLY	\$311
PR475	Underground fire protection for each additional connection for hydrants or risers - use with PR470	\$182
PR475i	Underground fire protection system: use with PR475 - INSP ONLY	\$121
PR480	Underground repair	\$474
PR480i	Underground repair - INSP ONLY	\$311
PR500	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification	\$318
PR500i	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification	\$155
PR510	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices	\$591
PR510i	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices, INSP ONLY	\$225
PR520	Fire alarm system: 16-30 initiating and/or 41-80 notification devices	\$999
PR520i	Fire alarm system: 16-30 initiating and/or 41-80 notification devices, INSP ONLY	\$449
PR530	Fire alarm system. >30 initiating devices and/or >80 notification devices	\$1,353
PR530i	Fire alarm system. >30 initiating devices and/or >80 notification devices, INSP ONLY	\$518
PR610	Field review/inspection - Underground repair	\$390
PR615	Field Plan Review / Inspection Private CNG refueling appliance within a single family residence. (no	Exempt
PR625	Field Review/ Inspection -Temporary above-ground storage tanks, including equipment	\$252
PR630	Field review/inspection TI to NFPA 13, 13R sprinkler systems: ≤ 25 heads without calculations	\$286
PR635	Field review/inspection TI to NFPA 13, 13R sprinkler systems: 26-99 heads without calculations	\$407
PR900	Coordination/Pre-submittal Meetings: (Initial 2 hours)	\$515
PR905	Written response to inquiry	\$412
PR910	Alternate Method and Material Request - 2 hrs minimum	Hourly Rate
PR920	Plan resubmittal: fee charged on 3rd and each subsequent submittal - 1 hr minimum	Hourly Rate
PR922	Plan revision	Hourly Rate
PR924	Re-stamp of plans with wet stamp when submitted with approved plans	Hourly Rate
PR926	Accelerated plan review (fee is in addition to base fee assessed for plan review) - 1 hr minimum	50% of Hourly Rate
PR928	Plan Review time and materials fee: Charged for miscellaneous applications such as unusual time	Hourly Rate
PR938i	13D Reinspection 1-10	\$153
PR939i	13D Reinspection 11+	\$205
PR940i	Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc. - 1 hr minimum	Hourly Rate
PR942i	Re-inspection fee: Charged when project is not completed or cannot be approved during regular inspection	\$205
PR943	Penalty for Failure to Cancel Scheduled Inspection	50% of inspection fee
PR944i	Accelerated Inspection Request (fee is in addition to base fee assessed for inspection) - 1 hr minimum	50% of Hourly Rate

ORANGE COUNTY FIRE AUTHORITY
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Fee Code	Service Name	2017-18 Proposed Fee (a) (b)
AA1	Aerosol – Issuance	\$217
AA1R	Aerosol - Reissuance	\$138
AA2	Aircraft Refueling – Issuance	\$430
AA2R	Aircraft Refueling – Reissuance	\$295
AA3	Aviation Facility – Issuance	Hourly Rate
AA3R	Aviation Facility – Reissuance	Hourly Rate
AA5	Waste Handling – Issuance	Hourly Rate
AA5R	Waste Handling – Reissuance	Hourly Rate
AA6	Amusement Building – Issuance	Hourly Rate
AA6R	Amusement Building – Reissuance	Hourly Rate
AC1	Candles/Open flame – Issuance	\$178
AC1R	Candles/Open flame – Reissuance	\$138
AC2	Carnival or Fair – Issuance	Hourly Rate
AC6	Combustible Material Storage – Issuance	Hourly Rate
AC6R	Combustible Material Storage – Reissuance	Hourly Rate
AC71	Compressed Gas – Corrosive Issuance	\$234
AC71R	Compressed Gas – Corrosive Reissuance	\$156
AC710	Compressed Gas-Toxic - Issuance	\$234
AC710R	Compressed Gas-Toxic - Reissuance	\$156
AC72	Compressed Gas – Flammable Gas Issuance	\$234
AC72R	Compressed Gas – Flammable Gas Reissuance	\$156
AC73	Compressed Gas-Highly Toxic - Issuance	\$234
AC73R	Compressed Gas-Highly Toxic - Reissuance	\$156
AC74	Compressed Gas – Inert Gas Issuance	\$184
AC74R	Compressed Gas – Inert Gas Reissuance	\$138
AC76	Compressed Gas-Oxidizer - Issuance	\$234
AC76R	Compressed Gas-Oxidizer - Reissuance	\$156
AC77	Compressed Gas – Pyrophoric - Issuance	\$225
AC77R	Compressed Gas – Pyrophoric - Reissuance	\$156
AC91	Cryogen – Physical or Health Hazard - Issuance	\$152
AC91R	Cryogen – Physical or Health Hazard - Reissuance	\$138
AC92	Cryogen – Flammable Issuance	\$217
AC92R	Cryogen – Flammable Reissuance	\$156
AC94	Cryogen – Inert Issuance	\$152
AC94R	Cryogen – Inert Reissuance	\$138
AC95	Cryogen – Oxidizer Issuance	\$168
AC95R	Cryogen – Oxidizer Reissuance	\$138
AD11	Dry Cleaning Plants - Package Issuance	\$152
AD11R	Dry Cleaning Plants – Package Reissuance	\$138
AD2	Dust Producing Operations - Issuance	\$234
AD2R	Dust Producing Operations - Reissuance	\$173
AE1	Explosives/Blasting Condition with OCSA Approval – Issuance	Hourly Rate
AE2	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Issuance - Delete	Delete
AE2R	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Reissuance - Delete	Delete
AF1	Firework Stands	\$192
AF2	Outdoor Fireworks Display, such as July 4th displays	\$1,946

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(b) Include M150 Travel Time Fee

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Fee Code	Service Name	2017-18 Proposed Fee (a) (b)
AF21	Outdoor Fireworks Display, such as home coming & barge display	\$539
AF22	Pyrotechnics/Special Effects Materials	\$871
AF31	Flammable Combustible Liquids – Issuance to use or operate a pipeline	Hourly Rate
AF31R	Flammable Combustible Liquids - Reissuance	Hourly Rate
AF32	Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)	\$234
AF32R	Flammable Combustible Liquids – Reissuance	\$156
AF33	Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside.	\$234
AF33R	Combustible Liquids – Reissuance	\$156
AF35	Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.	\$234
AF35R	Flammable Combustible Liquids – Reissuance	\$156
AF36	Flammable Combustible Liquids – Issuance. Tank removal or installation (AST/UST) - Delete	Delete
AF361	Flammable Combustible Liquids – Each additional tank (AST/UST) - Delete	Delete
AF4	Fruit Ripening – Issuance - Delete	Delete
AF4R	Fruit Ripening – Reissuance - Delete	Delete
AH11	Hazardous Materials – Oxidizing Issuance	\$234
AH110	Hazardous Materials – Water Reactive Issuance	\$152
AH110R	Hazardous Materials – Water Reactive Reissuance	\$156
AH11R	Hazardous Materials – Oxidizing Reissuance	\$156
AH12	Hazardous Materials – Corrosive Issuance	\$234
AH12R	Hazardous Materials – Corrosive Reissuance	\$156
AH13	Hazardous Materials – Flammable Solids Issuance	\$234
AH13R	Hazardous Materials – Flammable Solids Reissuance	\$156
AH14	Hazardous Materials – Highly Toxic Issuance	\$227
AH14R	Hazardous Materials – Highly Toxic Reissuance	\$149
AH15	Hazardous Materials – Organic Peroxide Issuance	\$227
AH15R	Hazardous Materials – Organic Peroxide Reissuance	\$149
AH16	Hazardous Materials – Pyrophoric Issuance	\$227
AH16R	Hazardous Materials – Pyrophoric Reissuance	\$149
AH18	Hazardous Materials – Toxic Issuance	\$234
AH18R	Hazardous Materials – Toxic Reissuance	\$145
AH19	Hazardous Materials – Unstable Reactive Issuance	\$234
AH19R	Hazardous Materials – Unstable Reactive Reissuance	\$156
AH3	High Piled Combustible - Issuance	\$397
AH3R	High Piled Combustible Reissuance	\$243
AL1	Liquefied Petroleum Gas – Issuance	\$149
AL1R	Liquefied Petroleum Gas - Reissuance	\$138
AL2	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance	Hourly Rate
AL3	Lumber Yards and Woodworking Plants – Issuance	\$332
AL3R	Lumber Yards and Woodworking Plants - Reissuance	\$243
AM1	Magnesium Working – Issuance/Reissuance	Hourly Rate
AM2	Open and Covered Malls - Issuance/Reissuance	\$563
AM3	Motor Vehicle Fuel Dispensing – Issuance	\$184

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(b) Include M150 Travel Time Fee

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Fee Code	Service Name	2017-18 Proposed Fee (a) (b)
AM31	Motor Vehicle Fuel Dispensing – Package Issuance	\$135
AM31R	Motor Vehicle Fuel Dispensing – Package Reissuance	\$138
AM3R	Motor Vehicle Fuel Dispensing - Reissuance	\$138
AO1	Open Burning/Fire – Issuance	Hourly Rate
AO3	Industrial Ovens – Issuance	\$184
AO3R	Industrial Ovens - Reissuance	\$138
AP21 to AP22	Assembly, <300 occupants - Issuance	\$557
AP21R to AP22R	Assembly, <300 occupants - Reissuance	\$400
AP23 to AP25	Assembly, >300 occupants - Issuance	\$856
AP23R to AP25R	Assembly, >300 occupants - Reissuance	\$479
AR2	Refrigeration Equipment – Issuance	\$332
AR2R	Refrigeration Equipment – Reissuance	\$190
AR3	Repair and Service Garage – Issuance	\$283
AR31	Repair and Service Garage < 5000 sq ft – Package Issuance	\$266
AR31R	Repair and Service Garage < 5000 sq ft – Package Reissuance	\$225
AR3R	Repair and Service Garage – Reissuance	\$225
AS1	Spraying or Dipping Operation – Issuance	\$381
AS1R	Spraying or Dipping Operation - Reissuance	\$138
AT1	Tent/Membrane Structure – Issuance	Hourly Rate
AT1.1	Canopy Structure – Issuance	Hourly Rate
AT2	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Issuance	Hourly Rate
AT2R	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Reissuance	Hourly Rate
AW1	Hot Work - Issuance.	\$184
AW11	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance	\$190
AW11R	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance	\$138
AW1R	Hot Work - Reissuance.	\$138
J200	Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)	Hourly Rate
J201	Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees)	\$250
J202	Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees)	\$500
J203	Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees)	\$1,000

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(b) Include M150 Travel Time Fee

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Fee Code	Service Name	2017-18 Proposed Fee (a) (b)
M100	Correctional or Detentional Facility – Large (i.e. full scale jails, prisons, and places of detention)	\$561
M101	Correctional or Detentional Facility – Small (i.e. holding cells)	\$266
M102	High Rise Facility > 75 Feet	\$1,135
M103	Mid Rise Facility 55 - 74 Feet	\$659
M121	Care Facility for more than 6 ambulatory & non-ambulatory clients	\$362
M123	Hospitals, Nursing homes, Mental hospitals, and Surgery Centers	\$904
M124	Community Care Facility (i.e. clearance letter, large family day, & etc.)	\$168
M125	Pre-Inspection Residential Care Facility (i.e. Single Family Residences)	\$463
M130	Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$48
M131	Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 2,500 people.	\$217
M132	Major Special Events – Events that impact emergency operations equipment or access or have attendance, participation, or mass gathering of more than 2,500 people.	\$364
M133	Special Event Expedite Fee for <10 days submittal	50%
M140	Fire Watch - Requested	Hourly Rate
M141	Standby – Engine Company – Board approved cost recovery rate	Hourly Rate
M150	Travel Time	\$70
M151	Alternate Means & Methods	Hourly Rate
M152	All other time to be charged as Time and Materials	Hourly Rate
False Alarm		
	False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)	\$100
	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$250
	Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$500
	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$1,000
800 MHz Radio Loaner/Rental Program		
	Loaning of the preprogramed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation.	\$75 per month

ORANGE COUNTY FIRE AUTHORITY
PROPOSED FEE SCHEDULE
PREVENTION FIELD SERVICES
 Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017/18 Anticipated Annual Volume	2015-16 Adopted Fee	2017-18 Proposed Fee (a) (b)	\$ Change	% Change
False Alarm						
	False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)	1	\$100	\$100	\$0	0.00%
	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	1	\$250	\$250	\$0	0.00%
	Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	1	\$500	\$500	\$0	0.00%
	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	1	\$1,000	\$1,000	\$0	0.00%
800 MHz Radio Loaner/Rental Program						
	Loaning of the preprogrammed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation.	1	\$0	\$75 per month	N/A	N/A

(a) 2017-18 Hourly Rate = \$202 per hour
 (b) Include M150 Travel Time Fee

OCFA PROPOSAL REVIEW

JULY 10, 2018

Fire Department OCFA/FSP

2

Analysis

Background

Key Operational Issues Garden Grove Fire Department is Facing:

1. **Paramedic Response Times**
2. **Retention & Recruitment**
3. **Public Safety Infrastructure**

These issues were identified in the 2016 Fire Department Deployment Report.

Fire Department OCFA/FSP Analysis

3

Fire department staff reviewed the Fire Service Proposal from OCFA and determined the following:

1. Paramedic Response Times
 - ▶ *Paramedic response times would improve with the proposed redeployment of staffing by providing 2 trained Paramedics at each fire station*
 - ▶ *The replacement of 1 engine company with a truck company would also improve truck services in the western part of town*

Fire Department OCFA/FSP Analysis

4

2. Retention & Recruitment

- ▶ *The OCFA does not have the same issues recruiting new firefighters and paramedics due to their competitive position in the workforce*

3. Public Safety Infrastructure

- ▶ *The OCFA FSP lays out the start of a strategic road map to deal with the city's current aging infrastructure*

Fire Department OCFA/FSP

Analysis

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Findings

- ▶ After reviewing the OCFA FSP, no negative operational impacts were found for the fire/paramedic service to the citizens of Garden Grove
- ▶ The FSP embraces many of the recommendations within the 2016 Fire Department Deployment Report
- ▶ Paramedic response times are improved with the redeployment of paramedics/firefighters, as recommended in the FSP
- ▶ Truck company service is improved on the west side of the city with the proposed FSP

Side By Side Analysis Daily Equipment & Staffing

6

CURRENT (29/FF)

7 Fire Stations

9 Pieces of Equipment

- ▶ 7 Engines
- ▶ 1 Truck
- ▶ 1 Squad
- ▶ 1 Battalion Chief
- ▶ 8 Captains
- ▶ 8 Engineers
- ▶ 12 Firefighters
- ▶ *10 Certified Paramedics

OCFA/FSP (29/FF)

7 Fire Stations

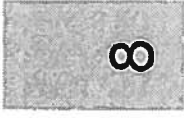
7 Pieces of Equipment

- ▶ 5 Engines
- ▶ 2 Trucks
- ▶ 1 Battalion Chief
- ▶ 7 Captains
- ▶ 7 Engineers
- ▶ 14 Firefighters
- ▶ *14 Certified paramedics

Daily Paramedics Staffing

7

<u>STATION</u>	<u>CURRENT *10/PM</u>	<u>OCFA/FSP *14/PM</u>
1	1 BC (1.0) 1 Engine (3.0) 1 Truck (3.0) 1 Squad (2.0) *2PM	1 BC (1.0) 1 Truck (4.0)*2PM
2	1 Engine (4.0)*2PM	1 Engine (4.0)*2PM
3	1 Engine (3.0)*1PM	1 Engine (4.0)*2PM
4	1 Engine (3.0)*1PM	1 Engine (4.0)*2PM
5	1 Engine (4.0)*2PM	1 Truck (4.0)*2PM
6	1 Engine (3.0)*1PM	1 Engine (4.0)*2PM
7	1 Engine (3.0)*1PM	1 Engine (4.0)*2PM



Questions

Garden Grove Fire Department

9

- ▶ FY 2018-19 Adopted Budget (June 2017)
 - ▶ \$25,122,000
 - ▶ All Salaries & Benefits
 - ▶ Contracts
 - ▶ Commodities
 - ▶ Equipment Pool, Telephones, Computers, etc.
 - ▶ Staffing
 - ▶ 84 Current Full-Time Sworn Employees, 4 Constant Manning Positions
 - ▶ 8 Vacant Positions
 - ▶ 5 Full-Time Non-Sworn Employees
 - ▶ Department Secretary, Fiscal Analyst, Sr. Fire Protection Specialist, Fire Prevention Tech
 - ▶ Public Works Fire Engine Mechanic
 - ▶ 4 Part-Time Employees
 - ▶ 2 Interns, Clerical Assistant, Fire Prevention Tech
- ▶ Equipment Maintenance
- ▶ 7 Fire Stations

OCFA CONTRACT PROPOSAL

10

- ▶ Contract Proposal Cost - \$22,191,928
 - ▶ Capped at 4.5% Annually
 - ▶ Recapture Clause
 - ▶ Average increase 2.92%
- ▶ Option to Withdraw Every 10 Years (Year 2030)
- ▶ Personnel
- ▶ Equipment Maintenance & Replacement
- ▶ Routine Station Maintenance
- ▶ Plan Check Services
- ▶ Administration
- ▶ 1 Member on the OCFA Board of Directors

PERSONNEL

11

- ▶ All 84 Sworn Employees Will Be Offered Positions
 - ▶ Pre-employment Check
 - ▶ Medical/Physical Examination
 - ▶ Livescan
 - ▶ CA DMV Check
 - ▶ City Responsible for Employees Who Do Not Pass Pre-Employment
 - ▶ 7 Potential Demotions (may have some flexibility with OCFA)
- ▶ 5 Non-Sworn Employees
 - ▶ Requires Application through OCFA if Positions Available (may have some flexibility with OCFA)
- ▶ 4 Part-Time Employees
 - ▶ Requires Application through OCFA if Positions Available

Sworn Positions

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Position	OCFA Proposal	Current Filled GG Positions	Vacancies
Fire Chief	0	1	0
Fire Division Chief	0	2	0
Battalion Chief	3	3	0
Fire Captains	20	24	2
Fire Apparatus Engineers	18	22	2
Firefighter/Paramedics	36	32	4
Total	77	84	8

Non-Sworn Positions

Position	OCFA Proposal	Current GG Positions
Department Secretary	0	1
Senior Fire Protection Specialist	0	1
Fire Prevention Tech	0	1
Fire Apparatus Mechanic (PW)	0	1
Fiscal Analyst	0	1
Total Full-Time	0	5
Part-Time Fire Prevention	0	1
Part-Time Clerical Assistant	0	1
Intern	0	2
Total Part-Time	0	4

Facilities

14

- ▶ OCFA Leasing of Facilities
 - ▶ 7 Stations
 - ▶ \$1.00 Per Year for Each Facility
 - ▶ Normal Daily Maintenance Operations
 - ▶ Utilities
- ▶ City Remains Responsible For:
 - ▶ Revolving Facility Account \$15,000 Per Station (\$105,000)
 - ▶ Repairs Over \$1,000
 - ▶ To Be Replenished Annually
 - ▶ Capital Improvements
 - ▶ Repairs Over \$15,000
 - ▶ Hazard Issues (i.e. fuel tanks)
 - ▶ Property Insurance

Equipment

15

- ▶ Equipment Will Be Leased to OCFA At No Cost
 - ▶ 6 Type 1 Engines
 - ▶ 1 Battalion Chief Vehicle
 - ▶ 1 Battalion Utility
 - ▶ 1 Truck Company
 - ▶ 1 Air Light Unit
- ▶ OCFA Will Provide Maintenance of Vehicles
- ▶ Contract Cost Includes Vehicle Replacement
- ▶ Remaining City Equipment May Be Sold (Est. Value \$190,000)

Additional Costs

- ▶ Start-Up Costs \$1,136,225
- ▶ Payment Over 5 Years

Description	Start-Up Cost
Service Center (Equipment/Uniforms)	\$309,661
Personnel Costs	\$152,650
Fleet Services	\$20,800
Communications/IT	\$293,146
Facilities	\$156,500
EMS	\$203,468
Total	\$1,136,225
Amortized Over 5 Years	\$227,245

Additional Costs

- ▶ One-Time
 - ▶ Capital Improvement Requirements
 - ▶ \$357,000
 - ▶ Asbestos Certification
 - ▶ \$20,740

Ongoing City Costs

18

- ▶ Pension Obligation (Pre-OCFA Unfunded Liability)
- ▶ Retiree Medical Premium Contribution
- ▶ Workers' Compensation Claims
- ▶ Records Management
- ▶ Weed Abatement
- ▶ Potential Need for 1 Additional Full-Time Staff:
 - ▶ Emergency Operations Coordination
 - ▶ Training/Compliance
 - ▶ Management of Ambulance Contract
 - ▶ Records Requests Before Transition

Other Savings

- ▶ Daily Facility Maintenance
 - ▶ Utilities
- ▶ Insurance Premiums
 - ▶ General Liability - \$30,000
 - ▶ Workers' Compensation - \$70,000

OCFA Proposal Projected Savings

20

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
OCFA Estimated Savings				
Annual Contract	22,592,221	23,608,870	24,671,258	25,781,464
City Budget	25,122,000	25,912,000	26,816,000	27,339,000
OCFA Proposed Savings	2,529,779	2,303,129	2,144,730	1,557,523

OCFA Proposal, Page 7

Cost Analysis (Est. 2.92% Per Year)

21

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Annual Contract (2.92%)	22,191,928	22,839,932	23,506,858	24,193,259
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000
Equipment Replacement (3% Per OCFA)	295,293	304,152	313,276	322,675
Start-Up (0%, 5 Years, \$1,136,225)	227,245	227,245	227,245	227,245
Capital Improvements Required	357,000	0	0	0
Asbestos Certification	20,740	0	0	0
Total OCFA Estimated Contract Costs	23,197,206	23,476,329	24,152,380	24,848,178
City Continuation of Services Not Included In OCFA				
Add Position for EOC Management	175,000	178,500	182,070	185,711
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000
Records Management	38,718	13,718	13,718	13,718
Total Additional Services	270,718	249,218	252,788	256,429
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,189,251	4,672,032	5,284,172
Retired Medical Premium Contribution	83,928	86,026	88,177	90,381
Total Cost for Fire Services with OCFA	27,097,120	28,000,824	29,165,377	30,479,161
City Budget (2.92% Increase)	25,122,000	25,855,562	26,610,545	27,387,573
Fire Dept Revenue	150,000	153,000	156,060	159,181
Net Cost of Fire Dept with City	24,972,000	25,702,562	26,454,485	27,228,392
Estimated Savings / (Additional Costs)	(2,125,120)	(2,298,262)	(2,710,892)	(3,250,769)
Additional Savings: Insurance Premiums	100,000	110,000	121,000	133,100
Annual Facility Maintenance Savings	105,000	105,000	105,000	105,000
Utilities	88,012	90,652	93,372	96,173
One time Sell Off of Fire Equipment	190,000	0	0	0
Total Projected Savings / (Additional Costs)	(1,642,108)	(1,992,609)	(2,391,520)	(2,916,496)

Cost Analysis (cont.)

22

	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Annual Contract (2.92%)	24,899,702	25,626,773	26,375,075	27,145,227	27,937,868	28,753,653
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000
Equipment Replacement (3% Per OCFA)	332,355	342,326	352,595	363,173	374,068	385,290
Start-Up (0%, 5 Years, \$1,136,225)	227,245	0	0	0	0	0
Capital Improvements Required	0	0	0	0	0	0
Asbestos Certification	0	0	0	0	0	0
Total OCFA Estimated Contract Costs	25,564,302	26,074,099	26,832,670	27,613,400	28,416,936	29,243,944
City Continuation of Services Not Included In OCFA						
Add Position for EOC Management	189,426	193,214	197,078	201,020	205,040	209,141
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000
Records Management	13,718	13,718	-	-	-	-
Total Additional Services	260,144	263,932	254,078	258,020	262,040	266,141
Pension Obligation (Pre-OCFA Unfunded Liability)	5,816,364	6,195,177	6,520,806	6,029,900	6,210,798	6,397,122
Retired Medical Premium Contribution	92,641	94,957	97,331	99,764	102,258	104,815
Total Cost for Fire Services with OCFA	31,733,450	32,628,165	33,704,885	34,001,084	34,992,033	36,012,021
City Budget (2.92% Increase)	28,187,290	29,010,359	29,857,461	30,729,299	31,626,595	32,550,091
Fire Dept Revenue	162,365	165,612	168,924	172,303	175,749	179,264
Net Cost of Fire Dept with City	28,024,925	28,844,747	29,688,537	30,556,996	31,450,846	32,370,827
Estimated Savings / (Additional Costs)	(3,708,525)	(3,783,418)	(4,016,348)	(3,444,088)	(3,541,187)	(3,641,194)
Additional Savings: Insurance Premiums	146,410	161,051	177,156	194,872	214,359	235,795
Annual Facility Maintenance Savings	105,000	105,000	105,000	105,000	105,000	105,000
Utilities	99,058	102,080	105,091	108,244	111,491	114,836
One time Sell Off of Fire Equipment	0	0	0	0	0	0
Total Projected Savings / (Additional Costs)	(3,358,057)	(3,415,337)	(3,629,101)	(3,035,973)	(3,110,337)	(3,185,564)

Cost Analysis (Est. 4.5% Per Year)

23

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Annual Contract (4.5%)	22,191,928	23,190,565	24,234,140	25,324,676
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000
Equipment Replacement (3% Per OCFA)	295,293	304,152	313,276	322,675
Start-Up (0%, 5 Years, \$1,136,225)	227,245	227,245	227,245	227,245
Capital Improvements Required	357,000	0	0	0
Asbestos Certification	20,740	0	0	0
Total OCFA Estimated Contract Costs	23,197,206	23,826,962	24,879,662	25,979,596
City Continuation of Services Not Included In OCFA				
Add Position for EOC Management	175,000	178,500	182,070	185,711
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000
Records Management	38,718	13,718	13,718	13,718
Total Additional Services	270,718	249,218	252,788	256,429
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,189,251	4,672,032	5,284,172
Retired Medical Premium Contribution	83,928	86,026	88,177	90,381
Total Cost for Fire Services with OCFA	27,097,120	28,351,457	29,892,658	31,610,579
City Budget (4.5% Increase)	25,122,000	26,252,490	27,433,852	28,668,375
Fire Dept Revenue (3 Year Average)	150,000	153,000	156,060	159,181
Net Cost of Fire Dept with City	24,972,000	26,099,490	27,277,792	28,509,194
Estimated Savings / (Additional Costs)	(2,125,120)	(2,251,967)	(2,614,866)	(3,101,385)
Additional Savings: Insurance Premiums	100,000	110,000	121,000	133,100
Annual Facility Maintenance Savings	105,000	105,000	105,000	105,000
Utilities	88,012	90,652	93,372	96,173
One time Sell Off of Fire Equipment	190,000	0	0	0
Total Projected Savings / (Additional Costs)	(1,642,108)	(1,946,314)	(2,295,494)	(2,767,111)

Cost Analysis (cont.)

24

	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Annual Contract (4.5%)	26,464,287	27,655,180	28,899,663	30,200,148	31,559,154	32,979,316
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000
Equipment Replacement (3% Per OCFA)	332,355	342,326	352,595	363,173	374,068	385,290
Start-Up (0%, 5 Years, \$1,136,225)	227,245	0	0	0	0	0
Capital Improvements Required	0	0	-	-	-	-
Asbestos Certification	0	0	-	-	-	-
Total OCFA Estimated Contract Costs	27,128,887	28,102,505	29,357,258	30,568,321	32,038,223	33,469,607
City Continuation of Services Not Included in OCFA						
Add Position for EOC Management	189,426	193,214	197,078	201,020	205,040	209,141
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000
Records Management	13,718	13,718	-	-	-	-
Total Additional Services	260,144	263,932	254,078	258,020	262,040	266,141
Pension Obligation (Pre-OCFA Unfunded Liability)	5,816,364	6,195,177	6,520,806	6,029,900	6,210,798	6,397,122
Retired Medical Premium Contribution	92,641	94,957	97,331	99,764	102,258	104,815
Total Cost for Fire Services with OCFA	33,298,035	34,656,571	36,229,473	37,056,005	38,613,320	40,237,684
City Budget (4.5% Increase)	29,958,452	31,306,583	32,715,379	34,187,571	35,726,012	37,333,682
Fire Dept Revenue (3 Year Average)	162,365	165,612	168,924	172,303	175,749	179,264
Net Cost of Fire Dept with City	29,796,087	31,140,971	32,546,454	34,015,268	35,550,263	37,154,418
Estimated Savings / (Additional Costs)	(3,501,948)	(3,515,601)	(3,683,019)	(3,040,737)	(3,063,057)	(3,083,266)
Additional Savings: Insurance Premiums	146,410	161,051	177,156	194,872	214,359	235,795
Annual Facility Maintenance Savings	105,000	105,000	105,000	105,000	105,000	105,000
Utilities	99,058	102,030	105,091	108,244	111,491	114,836
One time Sell Off of Fire Equipment	0	0	0	0	0	0
Total Projected Savings / (Additional Costs)	(3,151,479)	(3,147,520)	(3,295,772)	(2,632,622)	(2,632,207)	(2,627,636)

Impact on City Services

25

- ▶ Building/Plan Check
- ▶ Increase in Fees for Plan Check and Permits
- ▶ Emergency Coordination
- ▶ Tactical Emergency Medical Support (TEMS)
- ▶ Citizen Emergency Response Team Program (CERT)
- ▶ Community Services
 - ▶ Special Events
 - ▶ Non Profit Event Sponsorships

QUESTIONS?

DISCUSSION ON THE ORANGE COUNTY FIRE AUTHORITY PROPOSAL TO PROVIDE
FIRE SERVICES FOR THE CITY OF GARDEN GROVE (F: 61.1)

Any proposed actions for this matter will be brought back to a Regular City Council Meeting for action.

Study Session

Fire Department Operational Analysis

Background/Timeline

In 2016, City Council was provided a Deployment Report by Fire staff that identified deficiencies in emergency response and recommendations to improve the current paramedic deployment.

On 3/22/2018, OCFA presented a Fire Service Proposal for complete fire services to City Council.

The OCFA proposal included many of the recommendations found in the GGFD 2016 Deployment Report.

Following the City Staff presentation on 7/10/2018, City Council directed City & Fire Department staff to provide more comparable data for a future study session

Garden Grove Fire Services General Needs Assessment

Background

Key Operational Issues Garden Grove Fire Department is Facing

1. **Paramedic Response Times**
2. **Retention & Recruitment**
3. **Public Safety Infrastructure**

Community Risk

The City of Garden Grove's major risk are similar to any city in the urban area (center of the County).

General Daily Risk:

- Building fires
- Medical emergencies
- Transportation emergencies
- Hazardous materials incidents
- Human events

Natural Hazard Risk:

- Flooding
- Earthquakes
- Storms

Comparison Analysis

In an effort to provide comparative data, the following deployment models were evaluated for:

- Operational Effectiveness
- Risk & Benefit

The Deployment models evaluated :

- Current GGFD Deployment
- Comparable to OCFA Deployment (applies to apples)
- OCFA/FSP

The key goal is to achieve improved paramedic response times.

Apples to Apples Comparison

- When comparing the OCFA/FSP to an equal GGFD Deployment, it is important to understand that several factors need to be considered:
- Deployment of Resources
 - Similar/Same deployment of Engines, Trucks, or Quints
- Retention & Recruitment
 - Retention steps that will ensure that firefighter/paramedics are competitively compensated within the job market
 - Recruitment steps that will ensure we can hire the best entry-level Firefighter/Paramedics

Data Points

- 6-Minute-Total Paramedic Response Time Breakdown
 - Dispatch Time (Target 105 Seconds) (April-June 67 Seconds)
 - Turn-Out Time (60 Seconds)
 - Drive Time (195 Seconds) or 3.25 minutes
- *4 Minutes is used for drive time analysis (6:11)

Fractal Measurement Goal: Achieve response times 90% of the time

Data from Metro Net Communications

Performance Standards NFPA 1710

- **First Unit On Scene (FUOS)**
 - 6 Minutes Total or 4 Minutes Drive Time
 - 90 % Fractal Measurement NOT Average
- **Effective EMS Force (EEMSF)**
 - 8 Minutes Total
 - 90% Fractal Measurement NOT Average
- **Effective Fire Force (EFF)**
 - 8 Minutes Total
 - 90% Fractal Measurement NOT Average
- **Paramedic Override Tax (POT)**
 - 5 Minute Average

Daily Staffing Comparison All Models (29 On-Duty)

<u>#1 Current GGFD</u>	
7 Fire Stations	
9 Pieces of Equipment	
• 7 Engines	
• 1 Truck	
• 1 PM Squad	
• 1 Battalion Chief	
• 8 Captains	
• 8 Engineers	
• 12 Firefighters	
10 Certified Paramedics	
FUOS 65%	Average 3:47
EEMS 28.20%	Average 4:29
EFF 30%	Average 8:05
POT	Average 4:22

<u>#2 Comparable GGFD</u>	
7 Fire Stations	
7 Pieces of Equipment	
• 5 Engines	
• 2 Quints	
• 1 Battalion Chief	
• 7 Captains	
• 7 Engineers	
• 14 Firefighters	
14 Certified Paramedics	
FUOS 63%	Average 3:50
EEMS 63%	Average 3:50
EFF 90%	Average 6:09
POT	Average 3:50

<u>#3 OCFA FSP</u>	
7 Fire Stations	
7 Pieces of Equipment	
• 5 Engines	
• 2 Quints	
• 1 Battalion Chief	
• 7 Captains	
• 7 Engineers	
• 14 Firefighters	
14 Certified Paramedics	
FUOS 63%	Average 3:50
EEMS 63%	Average 3:50
EFF 90%	Average 6:09
POT	Average 3:50

Apples to Apples Daily Equipment & Staffing

#2 GGFD (29/FF)

7 Fire Stations

7 Pieces of Equipment

- 5 Engines
- 2 Quints

• 1 Battalion Chief

• 7 Captains

• 7 Engineers

• 14 Firefighters

- *14 Certified Paramedics

FUOS (2PM) EEMS 63% Average 3:50

#3 OCFA/FSP (29/FF)

7 Fire Stations

7 Pieces of Equipment

- 5 Engines
- 2 Quints

• 1 Battalion Chief

• 7 Captains

• 7 Engineers

• 14 Firefighters

- *14 Certified Paramedics

FUOS (2PM) EEMS 63% Average 3:50

Applies To Apples Equipment & Paramedic Daily Staffing

<u>STATION</u>	<u>#2 GGFD *14/PM</u>	<u>#3 OCFA/FSP*14/PM</u>
1	1 BC (1.0) 1 Quint (4.0)*2pm	1 BC (1.0) 1 Quint (4.0)*2pm
2		
3	1 Engine (4.0)*2PM	1 Engine (4.0)*2PM
4	1 Engine (4.0)*2PM	1 Engine (4.0)*2PM
5	1 Engine (4.0)*2PM	1 Engine (4.0)*2PM
6	1 Quint (4.0)*2PM	1 Quint (4.0)*2PM
7	1 Engine (4.0)*2PM	1 Engine (4.0)*2PM
	1 Engine (4.0)*2PM	1 Engine (4.0)*2PM

Regional Integration & Common Approach

For decades, the Orange County Fire Services (local Fire & OCFA) have worked together to provide the best fire service to all the citizens in the county.

Examples of this Collaboration;

- AVL Dispatch
- Cad-to-Cad Integration
- Criteria Based Dispatch (CBD)
- Regional Annexes and Operational Plans
- Auto Aid (No jurisdiction boundary approach)
- Station Move Ups

Paramedic Oversight

#2 GGF D Comparable Deployment

Paramedic Coordinator

- Reclassification of Captain Training Officer to Battalion Chief Training/EMS

Nurse Educator/CQI

- Nurse Coordinator provided by CARE Ambulance, by contract agreement.

#3 OCFA/FSP Deployment

Paramedic Coordinator

- Included in FSP Nurse Educator/CQI

- Included in FSP

Risk Benefit Analysis

#1 Current GGFD Deployment (Risk/Benefit)

Benefits
<u>Response Times</u> <ul style="list-style-type: none">• No Improvement
<u>Retention / Recruitment</u> <ul style="list-style-type: none">• No Improvement
<u>Infrastructure</u> <ul style="list-style-type: none">• No Improvement

Risk
<u>Response Times</u> <ul style="list-style-type: none">• Continued Poor Response Times<ul style="list-style-type: none">• FUOS 65%• EEMS 28.20%• EFF 30%
<u>Retention / Recruitment</u> <ul style="list-style-type: none">• Challenges recruiting best entry-level employees due to entry compensation• Challenges of losing work force experience due to employees leaving for other better paying fire departments• Ongoing compensation issues affecting employee moral
<u>Infrastructure</u> <ul style="list-style-type: none">• Challenges with aging infrastructure continues

#2 Comparable GGFD (Risk/Benefit)

Benefits	Risk
<p><u>Response Times</u></p> <ul style="list-style-type: none"> Improved Response Times (6 Minutes) <ul style="list-style-type: none"> FUOS 63% EEMS 63% EFF 90% All 7 Fire Stations will have 2 Paramedics Improved Effective Fire Force Times Engine company 5 upgraded to quint <p><u>Retention / Recruitment</u></p> <ul style="list-style-type: none"> Increased entry-level compensation will assist in recruiting the best new firefighter/paramedics Competitive compensation will assure firefighter/paramedics stay with department <p><u>Infrastructure</u></p>	<p><u>Response Times</u></p> <ul style="list-style-type: none"> None <p><u>Retention / Recruitment</u></p> <ul style="list-style-type: none"> Exact compensation cost increase is unknown. Will require negotiation process with labor. <p><u>Infrastructure</u></p> <ul style="list-style-type: none"> Challenges with funding for aging infrastructure

#3 OCFA/FSP (Risk/Benefit)

Benefits	Risk
<p><u>Response Times</u></p> <ul style="list-style-type: none">• Improved Response Times<ul style="list-style-type: none">• FUOS 63%• EEMS 63%• EFF 90%• All 7 Fire Stations will have 2 Paramedics• Improvement in Effective Fire Force Times• Engine company 5 upgraded to Quint <p><u>Retention / Recruitment</u></p> <p>Recruitment and Retention not an issue</p> <p><u>Infrastructure</u></p>	<p><u>Response Times</u></p> <ul style="list-style-type: none">• None <p><u>Retention / Recruitment</u></p> <ul style="list-style-type: none">• None <p><u>Infrastructure</u></p> <ul style="list-style-type: none">• Challenges with funding for aging infrastructure

Stand Alone Truck Company

- Both the GGFD & OCFA/FSP Deployment plans eliminate the stand-alone truck company at fire station 1.
- Both the GGFD & OCFA/FSP deployment will not affect paramedic response times
- Both the GGFD & OCFA/FSP deployment may cause delays in truck-specific functions at emergency incidents such as:
 - Technical Rescues
 - Vehicle Extrications
 - Ventilation & Rescue Operations (Structure Fires)

Questions



OCFA PROPOSAL REVIEW

AUGUST 28, 2018

OCFA CONTRACT PROPOSAL

2

- ▶ Contract Proposal Cost - \$22,191,928
 - ▶ Capped at 4.5% Annually
 - ▶ Recapture Clause
 - ▶ Average increase 2.92%
- ▶ Option to Withdraw Every 10 Years (Year 2030)
- ▶ Personnel
- ▶ Equipment Maintenance & Replacement
- ▶ Routine Station Maintenance
- ▶ Plan Check Services
- ▶ Administration
- ▶ 1 Member on the OCFA Board of Directors

PERSONNEL

3

- ▶ All 84 Sworn Employees Will Be Offered Positions
 - ▶ Pre-employment Check
 - ▶ Medical/Physical Examination
 - ▶ Livescan
 - ▶ CA DMV Check
 - ▶ City Responsible for Employees Who Do Not Pass Pre-Employment
 - ▶ 7 Potential Fire Management Demotions (may have some flexibility with OCFA)
- ▶ 5 Non-Sworn Employees
 - ▶ Requires Application through OCFA if Positions Available (may have some flexibility with OCFA)
- ▶ 4 Part-Time Employees
 - ▶ Requires Application through OCFA if Positions Available

Facilities

4

- ▶ OCFA Leasing of Facilities
 - ▶ 7 Stations
 - ▶ \$1.00 Per Year for Each Facility
 - ▶ Normal Daily Maintenance Operations
 - ▶ Utilities
- ▶ City Remains Responsible For:
 - ▶ Revolving Facility Account \$15,000 Per Station (\$105,000)
 - ▶ Repairs Over \$1,000
 - ▶ To Be Replenished Annually
 - ▶ Capital Improvements
 - ▶ Repairs Over \$15,000
 - ▶ Hazard Issues (i.e. fuel tanks)
 - ▶ Property Insurance

Equipment

5

- ▶ Equipment Will Be Leased to OCFA At No Cost
 - ▶ 6 Type 1 Engines
 - ▶ 1 Battalion Chief Vehicle
 - ▶ 1 Battalion Utility
 - ▶ 1 Truck Company
 - ▶ 1 Air Light Unit
- ▶ OCFA Will Provide Maintenance of Vehicles
- ▶ Contract Cost Includes Vehicle Replacement
- ▶ Remaining City Equipment May Be Sold (Est. Value \$190,000)

Additional Costs

6

- ▶ Asbestos Certification \$20,740
- ▶ Start-Up Costs \$1,136,225
 - ▶ Payment Over 10 Years

Service Center (Equipment/Uniforms)	\$309,661
Personnel Costs	\$152,650
Fleet Services	\$20,800
Communications/IT	\$293,146
Facilities	\$156,500
EMS	\$203,468
Total	\$1,136,225
Amortized Over 10 Years	\$113,623

Ongoing City Costs

- ▶ Pension Obligation (Pre-OCFA Unfunded Liability)
- ▶ Retiree Medical Premium Contribution
- ▶ Workers' Compensation Claims
- ▶ Records Management
- ▶ Weed Abatement
- ▶ Potential Need for 1 Additional Full-Time Staff:
 - ▶ Emergency Operations Coordination
 - ▶ Training/Compliance
 - ▶ Management of Ambulance Contract
 - ▶ Records Requests Before Transition

Other Savings

- ▶ Daily Facility Maintenance
 - ▶ Utilities
- ▶ Insurance Premiums
 - ▶ General Liability - \$30,000
 - ▶ Workers' Compensation - \$70,000



Impact on City Services

9

- ▶ Risks Include Loss of Budgetary Control
- ▶ Building/Plan Check Services
- ▶ Increase in Fees for Plan Check, Permits, and Fire Inspections
- ▶ Emergency Coordination (EOC Planning, Training, etc. if Position is not funded)
- ▶ Tactical Emergency Medical Support (TEMS)
- ▶ Citizen Emergency Response Team Program (CERT)
- ▶ Community Services
 - ▶ Special Events (Planning/Logistics)
 - ▶ Non Profit Event Sponsorships

OCFA Cap & Recapture Provision

10

- ▶ The annual cap is 4.5%
- ▶ When OCFA cost increases exceed the cap, the cash city is protected, but that means that OCFA is no longer recovering its full cost of service
- ▶ The recapture provision allows OCFA to eventually bring the annual charge up to a cost recovery level, but never allows OCFA to recover prior year costs that were less than full cost recovery
- ▶ The chart to the right demonstrates how this cap and recapture provision work

Contract Year	Recapture Bank		
	Increase to OCFA Budget	Increase to Cash Contract Charge	Recapture Bank
1	3.25%	3.25%	
2	3.25%	3.25%	
3	5.50%	4.50%	+1.0%
4	3.50%	4.50%	-1.0%
5	4.00%	4.00%	

(Slide Provided by OCFA)

Changes in Assumptions

- ▶ City Budget Adjustment
 - ▶ Council Approved Amendment June 2018 (Includes Budget Reductions & Elimination of 1 Full-Time Department Secretary Position)
 - ▶ Itemizes Unfunded Liability, Labor, and Other Operating Costs
- ▶ Start-Up Costs
 - ▶ 5-Year to 10-Year Amortization
- ▶ Proposal Cost Offset (\$75,000)
- ▶ Capital Improvement Costs
 - ▶ Not Required in 1st Year
 - ▶ Improvements Require Future Agreement with City
- ▶ Vehicle Replacement Savings
- ▶ Adjustment to Pension Obligation (Valuation Report - August 2018)
- ▶ Assumes Additional Labor & Operating Cost Increases
- ▶ Comparison of Costs to OCFA's Deployment Model

Deployment Cost Comparisons

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Description	Scenario #1 Current GG		Scenario #2 Comparable GGFD		Scenario #3 Contract with OCEA
	Current GG Auth Pos List	Total GG Current Costs	Number of Positions (OCEA Proposal Deployment)	Estimated Cost Using OCEA Model	
ADMIN					
Department Secretary	1	107,675	1	107,675	
Public Safety Fiscal Analyst	1	117,135	1	117,135	
Sr. Fire Protection Specialist	2	281,720	2	281,720	
Fire Chief	1	394,767	1	394,767	
Fire Division Chief	2	561,336	2	561,336	
Fire Battalion Chief (Trainer)	0		1	248,787	
Fire Captain (Deputy Fire Marshall)	2	-134,672	1	217,311	
Fire Battalion Chief	3	746,346	3	746,346	
Fire Captain	24	5,215,464	21	4,963,531	
Fire Engineer	24	4,458,480	21	3,901,170	
Firefighter (Constant Manning)	4	480,764	4	480,764	
Firefighter	6	801,570	0		
Firefighter/Paramedic	30	4,832,580	42	6,765,812	
FRONT-LINE	100	18,421,959	100	18,375,649	N/A
Total Full-Time Labor Cost					
OTHER OPERATING COSTS					
Part Time		58,281		58,281	
Over Time		2,439,977		2,439,977	
Other Costs					
Contractuals		1,222,407		1,222,407	
Commodities		438,910		438,910	
Tel/Printer		82,701		82,701	
Equip Pool Rental		1,772,611		1,772,611	
Shares-Non Stock		16,211		16,211	
Info Systems		130,166		130,166	
Insurance Liab/Prop		99,934		99,934	
Capital Outlay		178,200		178,200	
Subtotal		6,439,398		6,439,398	
Labor & Other Operating Costs		24,861,357		24,815,047	22,286,928
ADDITIONAL EQUIPMENT					
Addition of a Quint		N/A		134,272	
Equip Rental Rate for Quint		N/A		165,000	
Less 1 Squad (#880 Annual Rate)		N/A		(152,788)	
Less 2 Engines (#553, 556 Annual Rate)		N/A		(225,510)	
Additional Equipment Subtotal		N/A		28,534	295,791
Total Costs		24,861,357		24,843,581	22,992,221
Revenue Offset					
Additional Services		(150,000)		(150,000)	N/A
Pension Obligation		Included		Included	270,718
Retired Medical Premium		Included		Included	3,545,768
Additional Savings (Est. One Time)		Included		Included	83,928
TOTAL COST FOR FIRE SERVICES		24,711,357		24,693,581	26,198,129

10-Year Forecast – (2.92% Increase)

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	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
CITY COSTS WITH OCFA											
Annual Contract (2.92%)	22,191,928	22,899,932	23,506,858	24,193,259	24,899,702	25,626,773	26,375,075	27,145,227	27,937,868	28,753,653	253,470,275
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	1,050,000
Equipment Replacement (3% Per OCFA)	295,293	304,152	313,276	322,675	332,355	342,326	352,595	363,173	374,068	385,290	3,385,203
Start-Up (0%, 10 Years, \$1,136,225)	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	1,136,225
Capital Improvements Required	0	0	0	0	0	0	0	0	0	0	0
Asbestos Certification	20,740	0	0	0	0	0	0	0	0	0	20,740
Proposal Cost Reimbursement	(75,000)	0	0	0	0	0	0	0	0	0	(75,000)
Total OCFA Estimated Contract Costs	22,651,584	23,362,707	24,038,757	24,734,556	25,450,679	26,187,721	26,946,293	27,727,023	28,530,558	29,357,566	258,987,443
City Continuation of Services Not Included In OCFA											
Add Position for EOC Management	175,000	178,500	182,070	185,711	189,426	193,214	197,078	201,020	205,040	209,141	1,916,201
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	570,000
Records Management	38,718	13,718	13,718	13,718	13,718	13,718	0	0	0	0	107,308
Total Additional Services	270,718	249,218	252,788	256,429	260,144	263,932	254,078	258,020	262,040	266,141	2,593,509
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retired Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Additional Savings: Insurance Premiums	(100,000)	(110,000)	(121,000)	(133,100)	(146,410)	(161,051)	(177,156)	(194,872)	(214,359)	(235,795)	(1,593,742)
Annual Facility Maintenance Savings	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(1,050,000)
Utilities	(88,012)	(90,652)	(93,372)	(96,173)	(99,058)	(102,030)	(105,091)	(108,244)	(111,491)	(114,836)	(1,008,960)
One-time Sell Off of Fire Equipment	(190,000)	0	0	0	0	0	0	0	0	0	(190,000)
One-time Fleet Management Cash Availability	(2,549,414)	0	0	0	0	0	0	0	0	0	(2,549,414)
CITY COSTS	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Pension Obligation (Pre-OCFA Unfunded Liability)	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Labor (2.92%)	17,244,711	17,748,257	18,266,506	18,799,888	19,348,844	19,913,831	20,495,314	21,093,778	21,709,716	22,343,640	196,904,483
Other Operating Costs (2.92%)	3,969,674	4,065,588	4,204,888	4,327,670	4,454,096	4,584,096	4,717,952	4,855,716	4,997,503	5,143,430	45,340,556
Total Fire Budget	24,843,581	26,052,296	27,130,430	28,302,995	29,406,521	30,366,261	31,367,140	32,079,158	33,020,275	33,989,006	286,557,664
Fire Dept. Revenue Offset	(150,000)	(153,000)	(156,000)	(159,181)	(162,365)	(165,612)	(168,924)	(172,303)	(175,749)	(179,264)	(1,642,458)
Net Cost of Fire Dept with City	24,693,581	25,899,296	26,974,430	28,143,814	29,244,156	30,200,649	31,198,216	31,906,855	32,844,527	33,809,742	294,915,205
Estimated Projected Savings/(Additional Cost)	1,174,509	(1,625,427)	(1,656,840)	(1,688,335)	(1,719,837)	(1,751,257)	(1,768,782)	(1,799,736)	(1,830,279)	(1,860,271)	(14,526,255)

10-Year Forecast - (4.5% Increase)

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	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
CITY COSTS WITH OCA											
Annual Contract (4.5%)	22,191,928	23,190,565	24,234,140	25,334,676	26,464,287	27,655,160	28,899,663	30,200,148	31,559,134	32,979,316	272,699,058
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	1,050,000
Equipment Replacement (3% Per OCA)	295,293	304,152	313,276	322,675	332,355	342,326	352,595	363,173	374,068	385,290	3,385,203
Start-Up (0% 10 Years, \$1,136,225)	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	1,136,225
Capital Improvements Required	0	0	0	0	0	0	0	0	0	0	0
Asbestos Certification	20,740	0	0	0	0	0	0	0	0	0	20,740
Proposal Cost Reimbursement	(75,000)	0	0	0	0	0	0	0	0	0	(75,000)
Total OCA Estimated Contract Costs	22,651,584	23,713,339	24,766,039	25,865,974	27,015,264	28,216,128	29,470,881	30,781,943	32,151,845	33,583,229	278,216,226
City Contribution of Services Not Included In OCA											
Add Position for EOC Management	175,000	178,500	182,070	185,711	189,426	193,214	197,078	201,020	205,040	209,141	1,916,201
Hazmat Clean Up (Occan Blue)	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	570,000
Records Management	38,718	13,718	13,718	13,718	13,718	13,718	0	0	0	0	107,308
Total Additional Services	270,718	249,218	252,788	256,429	260,144	263,932	254,078	258,020	262,040	266,141	2,593,509
Pension Obligation (Pre-OCA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retired Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Additional Savings: Insurance Premiums	(100,000)	(110,000)	(121,000)	(133,100)	(146,410)	(161,051)	(177,156)	(194,872)	(214,359)	(235,795)	(1,999,742)
Annual Facility Maintenance Savings	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(1,050,000)
Utilities	(88,012)	(90,652)	(93,372)	(96,173)	(99,058)	(102,030)	(105,091)	(108,244)	(111,491)	(114,836)	(1,009,960)
One-time Sell Off of Fire Equipment	(2,549,414)	0	0	0	0	0	0	0	0	0	(190,000)
One-time Fleet Management Cash Availability	(2,549,414)	0	0	0	0	0	0	0	0	0	(2,549,414)
Net Cost of Fire Dept with OCA	24,693,581	26,234,484	27,669,616	29,225,394	30,902,107	32,139,705	33,611,597	34,827,208	36,306,298	37,849,267	313,296,970
CITY COSTS	25,137,172	26,968,868	28,235,655	29,891,368	31,512,214	33,000,040	34,722,478	36,179,151	37,773,442	39,397,307	326,970,743
Pension Obligation (Pre-OCA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retired Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Labor (4.5%)	17,244,711	18,020,723	18,831,655	19,679,080	20,564,639	21,490,047	22,457,099	23,467,669	24,523,714	25,627,281	211,906,619
Other Operating Costs (4.5%)	3,969,674	4,148,309	4,334,983	4,530,057	4,733,910	4,946,936	5,169,548	5,402,178	5,645,276	5,899,313	48,780,185
Total Fire Budget	24,843,581	26,387,484	27,825,676	29,384,575	30,902,107	32,305,317	33,788,521	34,999,511	36,482,046	38,028,531	314,939,428
Fire Dept Revenue Offset	(150,000)	(153,000)	(156,000)	(159,181)	(162,365)	(165,612)	(168,924)	(172,303)	(175,749)	(179,264)	(1,642,458)
Net Cost of Fire Dept with City	24,693,581	26,234,484	27,669,616	29,225,394	30,902,107	32,139,705	33,611,597	34,827,208	36,306,298	37,849,267	313,296,970
Estimated Projected Savings/(Additional Cost)	1,174,509	(1,640,872)	(1,688,876)	(1,738,174)	(1,788,756)	(1,840,608)	(1,879,989)	(1,934,304)	(1,989,795)	(2,046,409)	(15,373,273)

Plan Check Fees – Planning & Development Section

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- ▶ OCFA Achieves Full Cost Recovery
- ▶ Fees Directed Towards Businesses, Developers, Contractors, etc.

Plan Check and Construction Inspection Permit Cost Per Permit

	Garden Grove	OCFA
NFPA 13D System	\$125.00 plus \$3.00 per head after 4 heads	\$625.00
NFPA 13 and 13R Systems	\$347.00 for 1-100 heads	\$718.00
Underground Fire Service (Hydrants/DCDA/Risers/etc.)	\$327.00	\$575.00
Fire Alarm Systems Plan Check	\$411.50 for 11-50 initiating/indicating devices	\$591.00 for 6-15 initiating devices and/or 5 21-40 notification devices
Fire Alarm Systems Plan Check	\$559.50 for 51-100 initiating/indicating devices	\$999.00 for 16-30 initiating and/or 41-80 notification devices
Fire Alarm Systems Plan Check	\$599.50+\$1.75 per device	\$1,353.00 for more than 30 Initiating devices and/or more than 80 notification devices
Fire Extinguishing Hood Systems	\$264.50+\$5.00/nozzle	\$475.00
Commercial Tenant Improvements under 6,000 sqft.	15% of Building Permit Fee, Not to Exceed \$50.00	\$488.00
New Commercial or Office Buildings under 6,000 sqft.	2.5% of Building Permit Fee, Not to Exceed \$200.00	\$488.00

Permit Fees – Prevention Field Services 16

Section

- ▶ Issuance of Annual Operational Permits
- ▶ Fees Paid by Local Businesses, Building Owners, and Special Event Contractors

Top 10 Operational Permit Cost Per Business/Permit			
	Garden Grove	OCFA Issuance	OCFA Re-Issuance
Hazardous Materials - Use, Handling or Storage	\$0.00	\$152.00 to \$234.00	\$145.00 to \$156.00
A-2 Assembly uses intended for food and/or drink consumption	\$170.00	\$557 for <300 occ. \$856 for >300 occ.	\$400 for <300 occ. \$479 for >300 occ.
Welding and Cutting Operations.	\$85.00	\$184.00	\$138.00
Garages/Motor Vehicle Repair	\$125.00	\$283.00	\$225.00
High-Piled Combustible Stock	\$340.00	\$397.00	\$243.00
Day Care Facilities, 7 or more occupants	\$85.00	\$168 Per annual inspection	No reissuance
ASSEMBLY A-3 50-300 occupant load	\$170.00	\$557 for <300 occ. \$856 for >300 occ.	\$400 for <300 occ. \$479 for >300 occ.
SPRAYING/DIPPING - flammable/combustible liquids	\$170.00	\$381.00	\$138.00
FLAMMABLE / COMBUSTIBLE LIQUID - more than 120 gallons storage / transport	\$170.00	\$234.00	\$156.00
DUST PRODUCING IN F OCCUPANCIES	\$85.00	\$234.00	\$173.00

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QUESTIONS?

OCFA PROPOSAL REVIEW

November 8, 2018

COST ANALYSIS Using 2.92% Increase

(Original Analysis Using Comparable GG Model (Before Additional Assumptions))

	FY 2018-19	FY 2019-20	Increase	% Increase
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	587,157	16.56%
Retired Medical Premium Contribution	83,928	86,026	2,098	2.50%
Labor (2.92%)	17,244,711	17,748,257	503,546	2.92%
Other Operating Costs (2.92%)	3,969,674	4,085,588	115,914	2.92%
Total Fire Budget	24,843,581	26,052,296	1,208,715	4.87%
Fire Dept Revenue Offset	(150,000)	(153,000)	(3,000)	2.00%
Net GG Fire Cost To City	24,693,581	25,899,296	1,205,715	4.88%

Labor & Other Operating Costs Increase (2.92%) = \$619,460

Includes potential step increases, increase in retirement, potential cost of living raises

COST ANALYSIS Using 4.5% Increase

(Original Analysis Using Comparable GG Model (Before Additional Assumptions))

	FY 2018-19	FY 2019-20	Increase	% Increase
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	587,157	16.56%
Retired Medical Premium Contribution	83,928	86,026	2,098	2.50%
Labor (4.5%)	17,244,711	18,020,723	776,012	4.50%
Other Operating Costs (4.5%)	3,969,674	4,148,309	178,635	4.50%
Total Fire Budget	24,843,581	26,387,484	1,543,903	6.21%
Fire Dept Revenue Offset	(150,000)	(153,000)	(3,000)	2.00%
Net GG Fire Cost To City	24,693,581	26,234,484	1,540,903	6.24%

Labor & Other Operating Costs Increase (4.5%) = \$954,647

Includes potential step increases, increase in retirement, potential cost of living raises

Sensitivity Analysis – Summary
(Request to Increase Base Fiscal Year 18/19 by 1-5% with
Additional Assumptions)

Projected Increase	Increase Amount	Total 10-Year Additional Cost to City (2.92%)	Total 10-Year Additional Cost to City (4.5%)
Base Year FY 18/19	17,483,711	(10,341,526)	(11,014,747)
1%	174,837	(8,344,583)	(8,866,312)
2%	349,674	(6,347,640)	(6,717,877)
3%	524,511	(4,350,698)	(4,569,442)
4%	699,348	(2,353,755)	(2,421,006)
5%	874,186	(356,812)	(272,571)

Item For Discussion	Garden Grove Fire Association	City Administration	Revised Assumptions (Per GG Fire Association Request)
1. Add Training costs for 4 Firefighters (paramedic school)	City currently has 4 Firefighters. Based on the deployment model, these FF will need to attend paramedic school. The cost of over-time needed while 4 FF at school is estimated at: \$350K	Training is approximately \$3,500 for tuition and is already included in the Fire's budget. The overtime cost of sending two FF to paramedic school is already included in the FY 2018-19 budget and therefore already included in the cost analysis. If the City elects to send all four FF at the same time in FY 2018-19, an additional cost and appropriation is needed in the amount of \$175K.	Revised analysis to include \$175K for FY 2018/19.
2. Add costs for Reserve Quint	Association believes a reserve quint is needed in case one goes in for service. The cost for equipment for the quint is estimated at: \$250K	Staff recently received grant funding for miscellaneous fire equipment. Furthermore, \$178K is already budgeted for capital outlay. Additional Cost: \$0	Unchanged
3. Reduce City expense for EOC Coordinator	Association believes a full-time employee at the cost of \$175K is not needed and instead an additional \$1.1K for assignment pay can be provided to a Police Sergeant to assume EOC management duties.	Staff believes some level of EOC management is needed for the City. Additional research is needed as to what the appropriate level is, whether it is a part-time or full-time position. Staff is to request information from OCFA to find out how other contract cash cities manage their EOC. The cost of a part-time coordinator is estimated at \$70K.	Revised analysis to decrease cost of full-time EOC coordinator at \$175K annually to a part-time coordinator estimated at \$70K annually.

11/1/18

<p>4. Add one Fire Mechanic position</p>	<p>Association believes one additional mechanic is needed to service Fire apparatus equipment in a timely manner. Cost is \$125K</p>	<p>City currently has 1 Full-time mechanic assigned to all fire equipment. The City also has 7 other mechanics who are certified to work on fire equipment. Public safety equipment has top priority in Public Works. Staff believes that no additional mechanics are necessary at this time.</p> <p>Further analysis is needed to determine whether the additional equipment warrants additional staff levels.</p>	<p>Unchanged</p>
<p>5. Reinstate Arson Investigator, 40-hour staff Captain Position</p>	<p>Association believes one additional staff position is needed. Cost: \$239K (Captain pay plus 10% specialty pay)</p>	<p>The current program currently has 6 shift Arson Investigators at a cost of approximately \$75K annually in specialty pay.</p> <p>Staff is open to adding a 40-hour staff Arson Investigator and reducing the number of shift Arson Investigators. Further research is needed to determine the appropriate number of shift Arson Investigators.</p> <p>The reduction in the amount of shift Arson Investigators will offset the cost of the 40-hour investigator. In addition, investigator duties include background investigations which are currently contracted out. This may result in savings of approximately \$14K-\$63K annually.</p> <p>Additional Cost: \$101 - 196K</p>	<p>Revised Analysis to include the addition of a 40-hour arson investigator at an estimated cost of \$239K. The cost is offset by \$75K savings from the elimination of shift investigators. Further savings of \$63K for the first year is also achieved from the background investigations. Net Cost for FY 18/19 is \$101K and an estimated \$157,000 for subsequent years.</p>

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<p>6a. Add Additional Quint for Reserve</p>	<p>Association believes additional quint is needed for reserve. Cost: \$1.36K for ten years</p>	<p>Additional cost analysis is needed.</p>	<p>Revised analysis to include \$81,512 for the purchase of quint.</p>
<p>6b. Add Quint Ongoing maintenance</p>	<p>Ongoing maintenance for additional reserve quint. Cost: \$165K</p>	<p>Additional cost analysis is needed.</p>	<p>Revised analysis to include the maintenance and depreciation of reserve quint; however, cost is offset by the removal of truck #625. Net cost for FY 18/19 is \$31,021.</p>
<p>7. Implement recruitment solution (drop A&B):</p>	<p>Association believes dropping A&B steps is necessary for recruitment issues. They believe by doing this the new average cost of a paramedic should be increased to \$170K for all 42 Paramedics.</p>	<p>Eliminating steps is a labor negotiated item. A paramedic starting at C step would cost an estimated \$139K. The average cost used in the cost analysis for a paramedic is \$161K.</p>	<p>Unchanged</p>
<p>8. Provide 5% increase to existing labor costs.</p>	<p>Association believes a 5% across the board raise is needed to stay competitive. Estimated Cost is \$900K</p>	<p>Pay raises are a negotiated item. Further discussion needed as part of labor negotiations.</p>	<p>Unchanged</p>

11/1/18

<p>9. Management Partner's Estimate for Fire Budget \$26.5 M</p>	<p>Association believes Management Partner's estimate of \$26.5 for the Fire Department should be used in the analysis</p>	<p>Management Partners' provided the City with a long-term forecasting tool, using certain assumptions and data available at the time, including:</p> <ul style="list-style-type: none">• 2% COLA• 2% Inflation• OES expenses that are not included in the Fire's budget because it is reimbursed by the State• Did not include City's 5% budget reduction that was ultimately adopted• Inadvertently included City Attorney's Budget <p>On June 26, 2018, Council adopted the amended FY 2018-19 budget for the Fire Department in the amount of \$24.9M.</p>	<p>Unchanged</p>
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PARAMEDIC SALARY SURVEY

RANK	AGENCY	LOW SALARY	# OF STEPS IN Payscale
1	HUNTINGTON BEACH	\$ 7,072.00	5
2	OCFA	\$ 7,062.57	12
3	ANAHEIM	\$ 7,009.30	6
4	ORANGE	\$ 6,961.34	5
5	NEWPORT BEACH	\$ 6,713.00	8
6	BREA	\$ 6,696.92	11
7	FOUNTAIN VALLEY	\$ 6,585.89	5
8	LAGUNA BEACH	\$ 6,415.20	8
9	COSTA MESA	\$ 6,393.20	7
10	FULLERTON	\$ 5,846.28	6
11	GARDEN GROVE	\$ 5,727.00	9

RANK	AGENCY	HIGH SALARY	# OF STEPS IN Payscale
1	NEWPORT BEACH	\$ 9,437.00	8
2	OCFA	\$ 9,086.41	12
3	ANAHEIM	\$ 8,994.32	6
4	HUNTINGTON BEACH	\$ 8,760.27	5
5	LAGUNA BEACH	\$ 8,674.20	8
6	COSTA MESA	\$ 8,566.80	7
7	GARDEN GROVE	\$ 8,381.00	9
8	BREA	\$ 8,271.36	11
9	ORANGE	\$ 8,243.34	5
10	FOUNTAIN VALLEY	\$ 8,005.19	5
11	FULLERTON	\$ 7,224.28	6

Garden Grove Paramedic Salary Steps

STEP	SALARY AMOUNT
A	\$ 5,727
B	\$ 6,013
C	\$ 6,314
D	\$ 6,630
E	\$ 6,961
F	\$ 7,309
G	\$ 7,675
H	\$ 8,059
I	\$ 8,381

Note: Base salary only; salary does not include education pays, specialty pays, nor longevity pay.

As of 11/7/18

CITY COSTS WITH GG FIRE LOCAL 2005 REQUESTED ASSUMPTIONS

11/1/2018 - 2.92%

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
Original Study Session Estimate (2.92%)											
Total Cost for Fire Services with OCFAs	24,839,872	27,594,783	28,691,210	29,833,149	30,983,992	31,881,996	32,966,990	33,786,891	34,674,906	35,670,813	309,441,481
Net Cost of Fire Dept with City	24,839,872	27,594,783	28,691,210	29,833,149	30,983,992	31,881,996	32,966,990	33,786,891	34,674,906	35,670,813	309,441,481
Estimated Projected Savings/(Additional Cost)	3,174,809	(1,825,457)	(1,899,849)	(1,688,335)	(1,719,827)	(1,781,257)	(1,768,782)	(1,789,285)	(1,830,379)	(1,860,373)	(14,838,389)
Revised Estimates with Fire Association Requests											
Annual Contract (2.92%)	22,191,928	22,839,932	23,506,858	24,193,259	24,899,702	25,626,773	26,375,075	27,145,227	27,937,868	28,753,653	233,470,275
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	1,050,000
Equipment Replacement (3% Per OCFAs)	295,293	304,152	313,276	322,675	332,355	342,326	352,595	363,173	374,068	385,290	3,385,203
Start-Up (0%, 10 Years, \$1,136,225)	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	1,136,225
Capital Improvements Required	0	0	0	0	0	0	0	0	0	0	0
Ambics Certification	20,740	0	0	0	0	0	0	0	0	0	20,740
Proposal Cost Reimbursement	(75,000)	0	0	0	0	0	0	0	0	0	(75,000)
Total OCFAs Estimated Contract Costs	22,654,964	23,362,707	24,038,787	24,734,856	25,486,679	26,187,721	26,946,283	27,727,823	28,530,886	29,387,866	238,987,443
City Continuation of Services Not Included in OCFAs											
Add Position for EOC Management	70,000	71,400	72,828	74,285	75,770	77,286	78,831	80,408	82,016	83,656	766,480
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	570,000
Records Management	38,718	13,718	13,718	13,718	13,718	13,718	13,718	13,718	13,718	13,718	107,308
Total Additional Services	165,718	144,218	143,546	145,003	146,488	148,004	149,531	151,076	152,616	154,156	1,443,788
Pension Obligation (Pre-OCFA Unfunded Liability)	3,548,288	4,132,423	4,870,860	5,688,866	6,593,987	7,573,377	8,624,843	9,759,000	10,980,798	12,295,123	93,312,346
Medical Premium Contributions	89,928	89,928	89,928	89,928	89,928	89,928	89,928	89,928	89,928	89,928	899,928
Total Projected Costs	26,294,980	27,723,378	28,943,348	30,523,896	32,200,863	33,904,889	35,634,089	37,396,801	39,183,612	41,007,013	344,603,880
Additional Savings: Insurance Premiums	(100,000)	(110,000)	(121,000)	(133,100)	(146,410)	(161,051)	(177,150)	(194,872)	(214,339)	(235,795)	(1,593,742)
Annual Facility Maintenance Savings	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(1,050,000)
Utilities	(89,012)	(90,652)	(93,372)	(96,173)	(99,056)	(102,030)	(105,091)	(108,244)	(111,491)	(114,836)	(1,008,959)
One Time Self Off of Fire Equipment	(190,000)	0	0	0	0	0	0	0	0	0	(190,000)
One-Time Fleet Management Cost Availability	(2,548,414)	0	0	0	0	0	0	0	0	0	(2,548,414)
Total Cost for Fire Services with OCFAs	23,114,672	27,617,823	28,821,968	29,726,723	30,850,337	31,838,977	32,846,783	33,886,879	34,953,783	36,044,829	299,291,740
Pension Obligation (Pre-OCFA Unfunded Liability)	3,548,288	4,132,423	4,870,860	5,688,866	6,593,987	7,573,377	8,624,843	9,759,000	10,980,798	12,295,123	93,312,346
Medical Premium Contributions	89,928	89,928	89,928	89,928	89,928	89,928	89,928	89,928	89,928	89,928	899,928
Labor (2.92%)	17,244,711	17,748,257	18,266,506	18,799,888	19,348,844	19,913,831	20,495,314	21,093,778	21,705,716	22,343,640	196,964,483
Other Operating Costs (2.92%)	3,969,674	4,085,588	4,204,868	4,327,670	4,454,028	4,584,096	4,717,952	4,855,716	4,997,503	5,143,430	45,340,556
Fire Investigator	239,000	245,979	253,161	260,554	268,162	275,992	284,051	292,345	300,882	309,668	2,729,794
Less Savings from Arson Program	(138,000)	(89,000)	(91,599)	(94,273)	(97,026)	(99,859)	(102,775)	(105,776)	(108,865)	(112,044)	(1,039,219)
Reserve Quilt Purchase	81,512	81,512	81,512	81,512	81,512	81,512	81,512	81,512	81,512	81,512	815,120
Reserve Quilt Maintenance	165,000	169,818	174,777	179,880	185,133	190,539	196,102	201,828	207,722	213,787	1,884,586
Less Current Maintenance #625	(133,979)	(137,891)	(141,918)	(146,062)	(150,327)	(154,716)	(159,234)	(163,883)	(168,669)	(173,594)	(1,530,272)
Additional Paramedic School Cost	175,000	0	0	0	0	0	0	0	0	0	175,000
Additional Labor Increase in FY 18/19 0%	25,223,114	26,322,714	27,406,364	28,584,406	29,852,874	31,212,728	32,664,796	34,208,164	35,842,887	37,568,836	299,892,872
Total Fire Budget	(150,000)	(153,000)	(156,060)	(159,181)	(162,365)	(165,612)	(168,924)	(172,303)	(175,749)	(179,264)	(1,642,458)
Fire Dept Revenue Offset	25,082,114	26,189,714	27,289,264	28,426,426	29,631,689	30,904,116	32,243,872	33,650,081	35,127,108	36,674,872	287,950,214
Estimated Projected Savings/(Additional Cost)	1,668,042	(1,267,910)	(1,271,954)	(1,291,298)	(1,318,728)	(1,343,862)	(1,366,879)	(1,387,928)	(1,407,108)	(1,424,457)	(13,541,538)

SENSITIVITY ANALYSIS (INCREASE TO BASE YEAR 2018-19 AND 2.92% FOR FUTURE YEARS)

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
Total Net Budget with City 1% (\$174,037)	25,235,291	26,349,456	27,435,500	28,516,029	29,727,776	30,996,014	31,705,646	32,426,742	33,277,214	34,358,604	299,847,157
Savings	1,842,879	(1,067,967)	(1,066,469)	(1,164,693)	(1,122,587)	(1,139,864)	(1,143,085)	(1,159,237)	(1,174,567)	(1,198,924)	(8,344,523)

Total Net Budget with City 2% (\$349,874)	25,431,786	26,839,999	27,820,697	28,995,634	29,923,949	30,897,912	31,913,469	32,640,604	33,597,320	34,582,137	301,944,100
Savings	2,017,716	(888,025)	(901,271)	(914,089)	(926,387)	(938,065)	(939,291)	(948,376)	(954,461)	(962,961)	(6,347,640)

Total Net Budget with City 3% (\$524,811)	25,606,925	26,709,841	27,805,894	28,997,236	30,120,120	31,099,810	32,131,283	32,894,465	33,917,436	34,900,671	303,941,043
Savings	2,192,533	(709,683)	(716,074)	(723,484)	(730,217)	(736,197)	(737,499)	(741,816)	(744,385)	(748,889)	(4,350,689)

Total Net Budget with City 4% (\$699,348)	25,781,482	26,889,483	27,991,091	29,187,843	30,316,290	31,391,709	32,329,047	33,068,226	34,037,532	35,036,204	305,937,966
Savings	2,367,391	(528,140)	(530,878)	(532,880)	(534,547)	(534,269)	(534,704)	(537,653)	(534,249)	(509,325)	(2,353,785)

Total Net Budget with City 5% (\$874,185)	25,956,200	27,069,426	28,176,287	29,378,447	30,512,480	31,608,667	32,596,840	33,282,187	34,297,626	35,261,737	307,934,928
Savings	2,542,228	(349,198)	(345,681)	(343,176)	(337,877)	(332,372)	(311,910)	(303,792)	(284,343)	(282,792)	(394,612)

11/1/2018 - 4.5%

COST ANALYSIS WITH GG FIRE LOCAL 2005 REQUESTED ASSUMPTIONS

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
Original Study Assumptions (4.5%)											
Total Cost for Fire Services with OCPA	23,519,928	27,979,356	29,389,482	30,963,967	32,628,877	34,380,313	36,219,588	38,148,812	40,168,092	42,277,367	320,876,243
Net Cost of Fire Dept with City	24,689,581	28,234,484	29,649,618	31,339,632	33,139,708	35,051,557	37,089,238	39,256,708	41,558,288	43,996,877	313,390,870
Estimated Projected Savings/(Additional Cost)	1,174,509	(1,646,872)	(1,686,876)	(1,788,174)	(1,788,783)	(1,840,600)	(1,879,989)	(1,934,304)	(2,000,792)	(2,046,400)	15,373,273
Revised Assumptions with Fire Association Requests											
Annual Contract (4.5%)	22,191,928	23,190,565	24,234,140	25,324,676	26,464,287	27,652,180	28,889,663	30,200,148	31,599,154	33,079,316	272,699,058
Equipment Replacement (3% Per OCPA)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	1,050,000
Equipment Replacement (3% Per OCPA)	299,293	304,152	311,276	322,675	332,355	342,326	352,595	363,173	374,068	385,290	3,385,203
Start-Up (0%, 10 Years, \$1,136,225)	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	1,136,225
Capital Improvements Required	0	0	0	0	0	0	0	0	0	0	0
Asbestos Certification	26,740	0	0	0	0	0	0	0	0	0	26,740
Proposal Cost Reimbursement	(75,000)	0	0	0	0	0	0	0	0	0	(75,000)
Total OCPA Estimated Contract Costs	22,481,594	23,713,339	24,764,039	25,866,974	27,015,264	28,216,128	29,470,861	30,781,943	32,151,845	33,583,229	278,216,226
City Contribution of Services Not Included In OCPA											
Add Position for EOC Management	70,000	71,400	72,828	74,285	75,770	77,286	78,831	80,408	82,016	83,656	766,480
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	570,000
Records Management	36,718	13,718	13,718	13,718	13,718	13,718	13,718	13,718	13,718	13,718	107,308
Total Additional Services	165,718	142,118	143,546	145,003	146,488	148,004	149,551	151,126	152,734	154,374	1,443,788
Pension Obligation (Pre-OCPA Unfunded Liability)	3,845,268	4,132,425	4,570,880	5,065,056	5,610,997	6,217,377	6,886,543	7,529,900	8,249,798	8,949,732	93,312,346
Retired Medical Premium Contribution	83,928	86,028	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Total Projected Costs	26,445,498	28,073,908	29,568,622	31,186,413	32,766,300	34,322,458	35,760,868	37,400,318	39,042,918	40,238,822	333,912,439
Additional Savings: Insurance Premiums	(100,000)	(110,000)	(121,000)	(133,100)	(146,410)	(161,051)	(177,156)	(194,872)	(214,359)	(235,795)	(1,593,742)
Annual Facility Maintenance Savings	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(1,050,000)
Utilities	(86,012)	(90,632)	(93,372)	(96,173)	(99,058)	(102,030)	(105,091)	(108,244)	(111,491)	(114,836)	(1,008,959)
One Time Sell Off of Fire Equipment	(190,000)	0	0	0	0	0	0	0	0	0	(190,000)
One-Time Fleet Management Cash Availability	(2,599,416)	0	0	0	0	0	0	0	0	0	(2,599,416)
Total Cost for Fire Services with OCPA	23,416,072	27,769,266	29,249,250	30,852,140	32,414,922	33,864,384	35,372,339	36,940,900	38,172,088	39,776,192	327,530,823
Pension Obligation (Pre-OCPA Unfunded Liability)	3,845,268	4,132,425	4,570,880	5,065,056	5,610,997	6,217,377	6,886,543	7,529,900	8,249,798	8,949,732	93,312,346
Retired Medical Premium Contribution	83,928	86,028	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Other Operating Costs (4.5%)	17,244,711	18,020,723	18,831,656	19,679,080	20,564,639	21,490,047	22,457,099	23,467,669	24,523,714	25,627,281	211,906,619
Fire Investigator	239,000	249,755	260,984	272,739	285,012	297,837	311,240	325,246	339,882	355,177	48,780,185
Less Savings from Arson Program	(138,000)	(89,000)	(93,005)	(97,190)	(101,564)	(106,134)	(110,910)	(115,901)	(121,117)	(126,567)	(1,099,368)
Reserve Quilt Purchase	81,512	81,512	81,512	81,512	81,512	81,512	81,512	81,512	81,512	81,512	815,120
Less Current Maintenance	165,000	172,825	180,184	188,292	196,766	205,620	214,873	224,542	234,647	245,206	2,027,555
Additional Paramedic School Cost	(131,979)	(140,008)	(146,308)	(152,892)	(159,772)	(166,962)	(174,476)	(182,327)	(190,532)	(199,106)	(1,646,362)
Additional Labor Increase in FY 18/19	175,000	0	0	0	0	0	0	0	0	0	175,000
Total Fire Budget	25,232,114	26,682,167	28,169,082	29,677,035	31,204,140	32,627,190	34,102,761	35,593,283	36,826,439	38,384,753	318,148,235
Fire Dept Revenue Offset	(150,000)	(153,000)	(156,000)	(159,181)	(162,365)	(165,512)	(168,724)	(172,003)	(175,749)	(179,264)	(1,642,458)
Net Cost of Fire Dept with City	25,082,114	26,509,167	27,952,982	29,517,854	31,041,775	32,451,678	33,933,838	35,169,280	36,450,690	37,805,489	316,505,777
Estimated Projected Savings/(Additional Cost)	1,668,042	(1,259,088)	(1,296,258)	(1,334,286)	(1,373,147)	(1,412,068)	(1,439,502)	(1,480,820)	(1,522,378)	(1,564,703)	(11,014,747)

SENSITIVITY ANALYSIS (INCREASE TO BASE YEAR 2018-19 AND 4.5% FOR FUTURE YEARS)

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
Total Net Budget with City 1% (\$174,837)	25,255,951	26,491,872	28,143,919	29,717,372	31,250,271	32,659,457	34,161,520	35,398,209	36,899,326	38,465,314	318,654,212
Savings	1,842,879	(3,076,384)	(4,105,331)	(1,134,768)	(1,164,651)	(1,194,927)	(1,211,819)	(1,242,691)	(1,273,742)	(1,304,878)	(8,866,312)

Total Net Budget with City 2% (\$349,674)	25,431,788	26,874,577	28,334,845	29,916,891	31,458,788	32,887,336	34,389,203	35,636,139	37,147,962	38,725,138	320,802,647
Savings	2,017,716	(893,679)	(914,405)	(935,250)	(956,154)	(977,048)	(984,136)	(1,004,762)	(1,025,106)	(1,045,054)	(6,717,877)

Total Net Budget with City 3% (\$524,511)	25,606,625	27,057,282	28,525,772	30,116,409	31,667,264	33,195,215	34,616,887	35,874,968	37,396,598	38,984,963	322,951,082
Savings	2,192,553	(710,974)	(723,478)	(735,732)	(747,658)	(759,170)	(756,452)	(766,833)	(776,470)	(785,219)	(4,569,442)

Total Net Budget with City 4% (\$699,348)	25,781,462	27,239,987	28,716,598	30,315,927	31,875,761	33,323,094	34,844,570	36,111,997	37,645,234	39,244,787	325,099,517
Savings	2,367,391	(528,269)	(532,552)	(536,213)	(539,161)	(541,291)	(528,769)	(528,903)	(527,834)	(525,404)	(2,423,006)

Total Net Budget with City 5% (\$874,186)	25,956,300	27,422,691	28,907,625	30,515,445	32,084,258	33,540,972	35,072,253	36,349,926	37,893,870	39,504,612	327,247,952
Savings	2,542,228	(345,565)	(341,625)	(336,695)	(330,665)	(323,412)	(301,085)	(290,974)	(279,198)	(265,560)	(272,571)

DISCUSSION ON THE ORANGE COUNTY FIRE AUTHORITY PERFORMANCE STANDARDS (F: 61.1)

City Manager Stiles overviewed the purpose of holding the Special Study Session to provide the City Council with current information on the performance standards and comparison between the Garden Grove Fire Department and the Orange County Fire Authority (OCFA). He also introduced OCFA Fire Chief Brian Fennessey.

PowerPoint presentations were provided by Acting Fire Chief TJ McGovern that focused on the Garden Grove Fire Department's standards for response time, and by Stewart Gary with Citygate Associates, LLC that focused on best practices and time metric comparisons between Garden Grove Fire Department and OCFA.

Following City Council questions and comments, Eric Thorson with the Garden Grove Fire Local 2005 spoke in favor of the City contracting with OCFA.

Overview

GGFD

Standards of Coverage

Standards of Coverage

- Adopted written policies and procedures that determine the distribution, concentration, and reliability of fixed and mobile response forces for fire, Emergency Medical Services (EMS), Hazardous Materials, and other technical responses.
- Purpose of Standards of Coverage:
 - Defining baseline emergency response performance standards.
 - Measuring service delivery performance.

Strategies for Improving Response Times

- To improve First Unit Onscene (FUOS)
 - Increase # of Fire Stations
- To improve Effective Emergency Medical Services (EEMS)
 - All Apparatus have (2) paramedics assigned to them
- To improve Effective Fire Force (EFF)
 - All Apparatus is staffed with 4/0 (4 Personnel on Fire Engine)

National Fire Protection Association

NFPA 1710 (Standard)

- **First Unit Onscene**
 - 6 Minutes
 - 1 Minute = Dispatch
 - 1 Minute = Turnout
 - 4 Minutes = Drive Time
- **Effective EMS Force**
 - 2 Paramedics Onscene
 - 8 Minutes
- **Effective Fire Force**
 - 15 Firefighters Onscene
 - 8 Minutes

How Deployment Times Were Calculated

- Tasked to Develop a Standards of Coverage, based off the following criteria:
 - Took NFPA 1710 Standard
 - Took 12 Months of Response Data from Metro Net
 - 90% Bench Mark with Average Times
- Response times were calculated based off Average Times not Fractile Measurements.

Daily Staffing Comparison All Models (29 On-Duty)

#1 Current GGFD

7 Fire Stations

9 Pieces of Equipment

- 7 Engines
- 1 Truck
- 1 PM Squad

- 1 Battalion Chief
- 8 Captains
- 8 Engineers
- 12 Firefighters

10 Certified Paramedics

FUOS	65%	Average	3:47
EEMS	28.20%	Average	4:29
EFF	30%	Average	8:05
POT		Average	4:22

#2 Comparable GGFD

7 Fire Stations

7 Pieces of Equipment

- 5 Engines
- 2 Quints

- 1 Battalion Chief
- 7 Captains
- 7 Engineers
- 14 Firefighters

14 Certified Paramedics

FUOS	63%	Average	3:50
EEMS	63%	Average	3:50
EFF	90%	Average	6:09
POT		Average	3:50

#3 OCFA FSP

7 Fire Stations

7 Pieces of Equipment

- 5 Engines
- 2 Quints

- 1 Battalion Chief
- 7 Captains
- 7 Engineers
- 14 Firefighters

14 Certified Paramedics

FUOS	63%	Average	3:50
EEMS	63%	Average	3:50
EFF	90%	Average	6:09
POT		Average	3:50

Current GGFD Deployment Model

VS

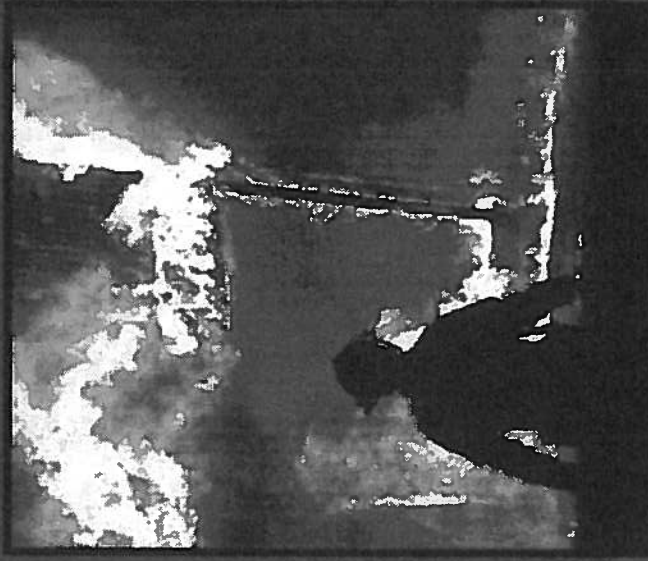
OCFA Deployment Model

- OCFA Deployment Model
 - No Change in FUOS — (First Unit Onscene)
 - Improved Response Times for EEMS — (Effective Emergency Medical Services)
 - Improved Response Times for EFF — (Effective Fire Force)
 - Will not require (2) pieces of Fire Apparatus to respond to a medical aid.
 - Currently, When GE1, GE3, GE4, GE6, and GE7 responds to an Advanced Life Support (ALS) call, it requires (2) pieces of Fire Apparatus to respond, to form up the paramedic component.

Response Time Measures Briefing

City of Garden Grove

Presented on March 4, 2019



CITY OF GARDEN GROVE

The Business of Better Government

Fire Service Delivery Policy Choices

- There are no mandatory federal or state regulations directing the level of fire service response times and outcomes. Thus, communities have the level of service they desire and can afford.
- The body of regulations on the fire service provides that *if fire services are provided at all, they must be done so with the safety of the firefighters and citizens in mind.*
- Deployment is about the **speed** and **weight** of the response:
 - **Speed** = single neighborhood-based units
 - **Weight** = multiple units amassing quickly enough to stop serious fires

Service-Level Goals

- Time-temperature curve in building fires
- EMS survivability in cardiac arrest (CPR)
- Suppress other outdoor fires before they spread to buildings and wildland areas
- Keep small fires small
- Save people with potentially fatal medical emergencies
- Policy goal – Provide adequate response times to *all similar risk and population density neighborhoods*

Deployment Best Practices Advice

- Insurance Services Office (ISO)
- National Fire Protection Association (NFPA)
- Commission on Fire Accreditation
- Recommendation is for each community to adopt a council policy for desired outcomes for types of risk
- Example – keep building fire to or near room of origin
 - The outcome needs a quantity of firefighters in time to be effective – “Response Time”

Current Urban Best Practice Time Metrics

- ***Call Processing/Dispatch***
 - NFPA: 90 seconds or less (90%)
- ***Crew Turnout***
 - NFPA: 80 seconds or less (90%)
 - Citygate: 2:00 minutes or less (90%)
- ***First-Due Travel***
 - NFPA: 4:00 minutes or less (90%)
- **Total Response Time = 7:30 minutes/seconds**
- ***1st Alarm Travel***
 - NFPA: 8:00 minutes or less (90%); 11:30 Total Response

- Late 2008 General Plan 2030
- Goal – SAF-IMP-5I – Adopt standards that set the number of personnel per response and response times (NFPA 1710)
(NFPA 1710 recommends 4-minute travel for the first arriving fire unit 8-minute multi-unit travel to serious fires.)

Fire Chiefs 2016 Deployment Review

- Six minutes *total* time for EMS incidents appears to be based on 4-minute travel + 2 minutes for dispatch and turnout = 6 minutes
- City Council action was to “accept” the report and increase PM staff; no mention of response times
- The report did not include dispatch processing time

Measure O Response Time – Mid-2018

- City webpage on Measure O references 6 minutes for critical medical events
- Given the 2016 Chief's report, the 6 minutes appears to be *from crew notify*, not 9-1-1 receipt
- By the 6th minute, 38% reached but no mention of the time to 90%

- Discussion of a 6-minute **total** EMS response time @ 90%, but divided into:
 - 1:45-minute dispatch + 1-minute crew turnout + 4-minute travel = **6:45**
 - Referenced NFPA 1710 and use of 90% fractile

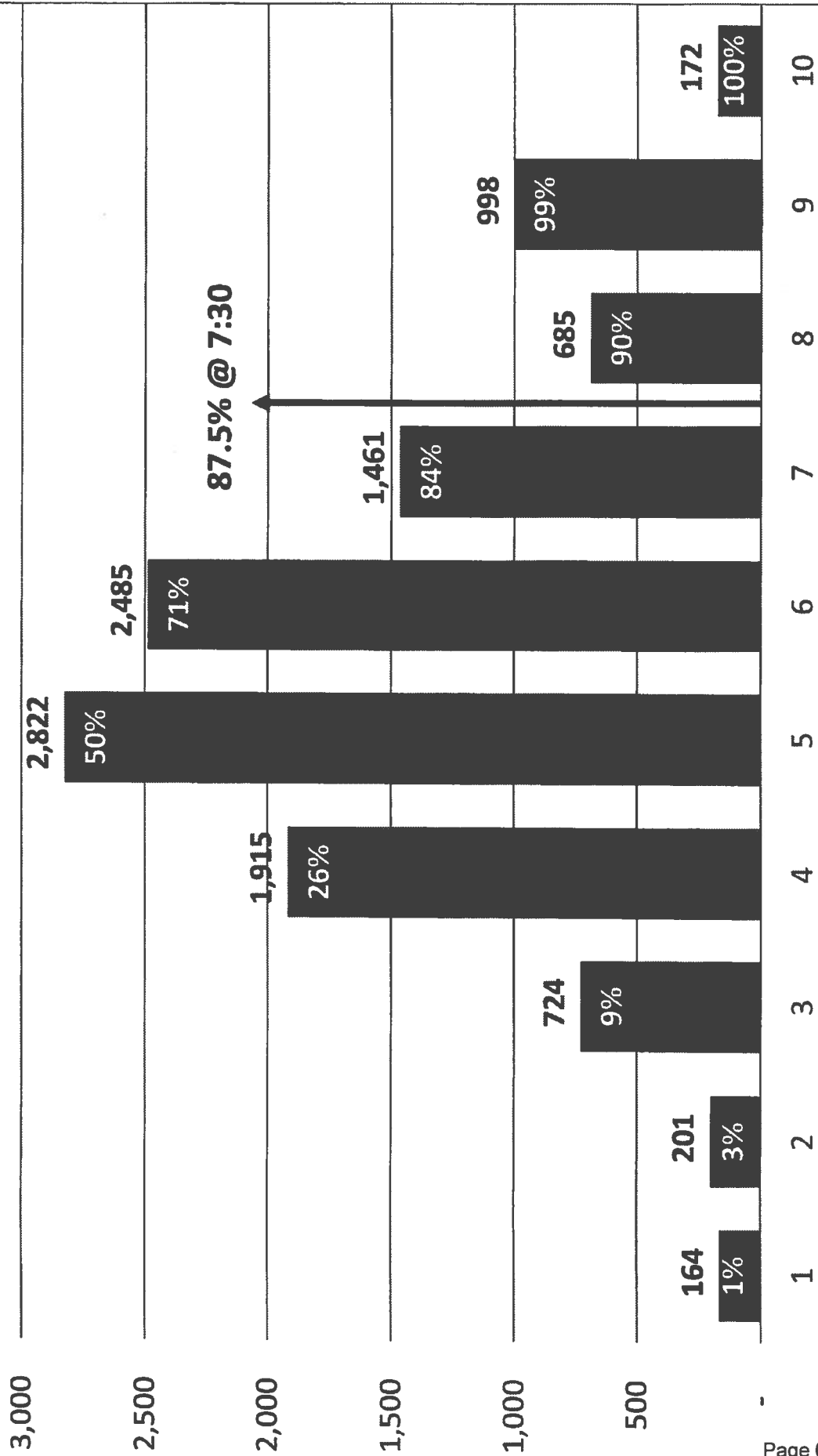
2018 Garden Grove Response Time Data

- **1st Due Unit @ 90%**
 - Call processing 1:23 minute/seconds
 - Crew turnout 1:24 minute/sec
 - Travel 6:22 minutes/sec
 - *Citywide Total Time* 8:20 minutes/sec
- **OCFA 1st Unit Goal – 7:22 @ 80%**

2016-2018 Garden Grove Response Time Data

- **1st Due Unit @ 90%**
 - Call processing 1:31 minute/seconds
 - Crew turnout 1:41 minute/sec
 - Travel 6:13 minutes/sec
 - *Citywide Total Time* 8:23 minutes/sec
- **OCFA 1st Unit Goal – 7:22 @ 80%**

Total Response Time by Minute



Deployment Measures Summary

- A total response time measure for Garden Grove should begin with 9-1-1 answer
- A best practices goal would be 7:30 minutes
- Current City measure is 8:20 minutes @ 90% due to longer travel times
- But over 87.5% are reached by 7:30 minutes
- The OCFA proposal does not change station locations so travel times stay the same
- Given other unit type changes, OCFA should have the same or slightly better times

Discussion

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9545-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE MEMORANDUM OF UNDERSTANDING ON TERMS AND CONDITIONS FOR THE TRANSITION OF PERSONNEL TO THE ORANGE COUNTY FIRE AUTHORITY BY AND BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2005 AND THE CITY OF GARDEN GROVE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

1. That the Memorandum of Understanding by and between the Garden Grove Fire Fighters Association and the City of Garden Grove, and signed by the President on behalf of the Garden Grove Fire Fighters Association, and the City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

Adopted this 9th day of April 2019.

ATTEST:

/s/ STEVEN R. JONES

MAYOR

/s/ TERESA POMEROY, CMC

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on April 9, 2019, by the following vote:

AYES: COUNCIL MEMBERS: (5) O'NEILL, BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES: COUNCIL MEMBERS: (1) BRIETIGAM
ABSENT: COUNCIL MEMBERS: (0) NONE
ABSTAIN: COUNCIL MEMBERS: (1) NGUYEN T.

/s/ TERESA POMEROY, CMC

CITY CLERK

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE
AND
THE GARDEN GROVE FIRE FIGHTERS, LOCAL 2005
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Garden Grove Fire Fighters, Local 2005, International Association of Fire Fighters ("Union").

WHEREAS, Union is the recognized employee organization for designated classifications of safety employees employed by the City in the City's Fire Department whose rights and interests are affected by the contracting of fire services and emergency medical services to the Orange County Fire Authority ("OCFA");

WHEREAS, the labor relationship between the Union and the City is governed, in part, by a Memorandum of Understanding and various side letter agreements ("City/Union MOU");

WHEREAS, at the request of the Union, the City solicited a proposal from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services ("Agreement") for the City;

WHEREAS, the City is currently evaluating OCFA's proposed Agreement, which, if agreed to and approved by the City, will result in the contracting out of firefighting and related services that the Union's members currently perform;

WHEREAS, the Union and the City have informally met and conferred to discuss issues associated with contracting out of fire services and related emergency medical services, and through such discussions have reached an agreement concerning the rights and entitlements of Union members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

WHEREAS, the Union and the City wish to memorialize their agreement and provide for certain rights and entitlements of Union members associated with the contracting out of fire services and emergency medical services;

NOW, THEREFORE, the parties to this MOU hereby agree as follows:

1. **Effective Date of Contracting Out of Fire Services to OCFA:** If an Agreement is reached between the City and OCFA, the City and Union have agreed that the effective date for the contracting of fire services and emergency medical services is August 16, 2019; provided, however, that if the transition does not occur on August 16, 2019, this MOU shall become null and void. In the event the City and OCFA agree to extend the transition date, the date of August 16, 2019 may be extended by mutual written agreement of the Union and the City and such extended date shall be

incorporated into this MOU and replace each instance where August 16, 2019 is referenced herein by such new date.

2. Contracting out Firefighting and Emergency Medical Services: The City and the Union agree that, effective August 16, 2019 at 8: a.m., the City shall be permitted to contract out firefighting and emergency medical services currently provided by the Union and its members, according to terms of the provisions of this MOU and the terms of the Agreement.

3. Offer of Employment with OCFA: All City Fire Department safety employees identified in Attachment B – Exhibit 1 of the Agreement shall be offered employment by the OCFA, at the rank and salary and under the terms and conditions specified in Section IX Personnel of the Agreement, including Attachment “B”, Attachment B – Exhibit 1, and Addendum to Attachment B- Leave Agreement, which are attached to this MOU as Exhibits 1 - 4 and incorporated herein and are thus part of this MOU between the parties. Members who accept employment with the OCFA are hereafter referred to as “transitioning employees.”

OCFA’s offers of employment to the Union’s members are contingent upon those members meeting the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement.

OCFA’s offers of employment to the Union’s members are also contingent upon those members passing a Live Scan background check pursuant to the terms and conditions specified in the OCFA Live Scan Disqualification Guidelines, attached to this MOU as Exhibit 5.

4. Members Rejected Due to Industrial Injury or Medical Condition: In the event the medical examination process reveals a medical condition that disqualifies the member from OCFA employment as a firefighter, the member may, in good faith, file a workers’ compensation claim.

Union members who are on leave pursuant to Labor Code section 4850 on the date of transition and who thus are not immediately offered an employment position by OCFA may continue to receive their Section 4850 payments for the duration of their statutory entitlement (up to one year) under the law. However, such individuals will not be considered employees of the City beyond the date of transition and not entitled to an employment position with the City after the transition effective date. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

Union members who are off on a non-industrial injury or illness leave or who have exhausted their Labor Code 4850 benefits on the date of transition will be laid off from the City as of the date of the transition, and shall be paid for the accrued leave per the existing MOU between the City and the Union. Pursuant to subparagraph 4(a)

below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

a) Any member who fails to meet the standards for employment for OCFA employment on August 16, 2019 will be offered employment on the first occasion on which the member meets the standards, provided, however, OCFA shall not be obligated to offer any employment beyond August 16, 2020.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued leave per the terms of the current City/Union MOU, or electing to have the CASH VALUE of their accrued leave balances transferred to a General Leave bank that the City will transfer to OCFA within fourteen (14) days after the Agreement effective date of August 16, 2019.

a) **Cash-out:** Members wishing to cash-out all, or a portion, of their eligible accrued annual leave balance must notify the City by no later than August 2, 2019.

b) **Transfer cash value of accrued leave:** The City will establish a General Leave bank for each transitioning employee who transitioned from a Garden Grove Fire Fighters Association position at the CITY. The leave bank will be funded with the CASH VALUE of the eligible accrued annual leave that the transitioning employee elects to have transferred to OCFA. The CASH VALUE of the General Leave Bank will be based on the value of the transitioning employees' accrued annual leave hours at the time of transition which will be calculated as follows: number of each transitioning employee's eligible accrued annual leave hours multiplied by the base salary hourly rate as specified in Section V.1.d. of the City/Union MOU.

Within fourteen (14) days after the transition date, the City will transfer the General Leave Bank to OCFA to administer. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU. Transitioning employees will be required to exhaust the balance of their OCFA accrued leave balances before using the General Leave bank. Employees may draw upon the General Leave bank for vacation or sick leave.

Upon a transitioning employee's request to utilize leave from the General Leave bank, OCFA will deduct from the General Bank leave bank the cash value of the number of leave hours requested, which will be calculated by the number of hours used multiplied by the base salary hourly rate in effect at the time the leave is used. On an annual basis, OCFA will provide each transitioning employee with a statement of the remaining CASH VALUE of the employee's General Leave bank account.

General Leave banks are not eligible for cash-out by OCFA in lieu of using said time during the transitioning employee's employment with OCFA. Any amounts remaining in a transitioning employee's General Leave bank at the time of separation will be eligible for cash-out.

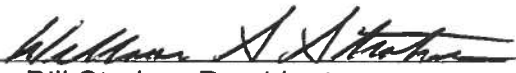
Pursuant to the terms of the Leave Agreement between the City and OCFA, attached as Exhibit 4 to this MOU, the cashability of the General Leave may be open to negotiation during negotiations for a successor OCFA MOU. Unless and until a cash-out option for the General Leave bank is agreed upon through the collective bargaining process, the General Leave bank is not eligible to be cashed-out by transitioning employees in lieu of using said time during their employment at OCFA. Any amounts remaining in the General Leave bank at the time of separation, for any reason, will be eligible for cash-out at the CASH VALUE as established at the time of transition.

6. No Agreement to Contract for Fire Services and Emergency Medical Services: In the event the City decides not to enter into an Agreement with OCFA, Union members shall continue their employment as employees of the City pursuant to the terms and conditions of the applicable MOU, rules and regulations. The parties shall commence negotiations on a successor MOU to the MOU that expired on June 30, 2018 as soon as practicable.

City of Garden Grove

International Association of Fire
Fighters, Garden Grove Local 2005

By: 
City Manager, Scott C. Stiles

By: 
Bill Strohm, President

Date: 4/11/19

Date: April 2, 2019

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9546-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE MEMORANDUM OF UNDERSTANDING ON TERMS AND CONDITIONS FOR THE TRANSITION OF PERSONNEL TO THE ORANGE COUNTY FIRE AUTHORITY BY AND BETWEEN THE GARDEN GROVE FIRE MANAGEMENT ASSOCIATION AND THE CITY OF GARDEN GROVE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

- 1. That the Memorandum of Understanding by and between the Garden Grove Fire Management Association and the City of Garden Grove, and signed by the President on behalf of the Garden Grove Fire Management Association, and the City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

Adopted this 9th day of April 2019.

ATTEST:

/s/ STEVEN R. JONES
MAYOR

/s/ TERESA POMEROY, CMC
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on April 9, 2019, by the following vote:

AYES: COUNCIL MEMBERS: (5) O'NEILL, BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES: COUNCIL MEMBERS: (1) BRIETIGAM
ABSENT: COUNCIL MEMBERS: (0) NONE
ABSTAIN: COUNCIL MEMBERS: (1) NGUYEN T.

/s/ TERESA POMEROY, CMC
CITY CLERK

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE
AND
THE GARDEN GROVE FIRE MANAGEMENT ASSOCIATION**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Garden Grove Fire Management Association ("Union").

WHEREAS, Union is the recognized employee organization for designated classifications of safety employees employed by the City in the City's Fire Department whose rights and interests are affected by the contracting of fire services and emergency medical services to the Orange County Fire Authority ("OCFA");

WHEREAS, the labor relationship between the Union and the City is governed, in part, by a Memorandum of Understanding and various side letter agreements ("City/Union MOU");

WHEREAS, at the request of Fire Fighters Local 2005, the City solicited a proposal from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services ("Agreement") for the City;

WHEREAS, the City is currently evaluating a proposed Agreement for the Orange County Fire Authority ("OCFA") to provide fire services and emergency medical services, which, if agreed to and approved by the City, will result in the contracting out of firefighting and related services that the Union's members currently perform;

WHEREAS, the Union and the City have informally met and conferred to discuss issues associated with contracting out of fire services and related emergency medical services, and through such discussions have reached an agreement concerning the rights and entitlements of Union members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

WHEREAS, the Union and the City wish to memorialize their agreement and provide for certain rights and entitlements of Union members associated with the contracting out of fire services and emergency medical services;

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1. **Effective Date of Contracting Out of Fire Services to OCFA:** If an Agreement is reached between the City and OCFA, the City and Union have agreed that the effective date for the contracting of fire services and emergency medical services is August 16, 2019; provided, however, that if the transition does not occur on August 16, 2019, this MOU shall become null and void. In the event the City and OCFA agree to extend the transition date, the date of August 16, 2019 may be extended by mutual written agreement of the Union and the City and such extended date shall be

incorporated into this MOU and replace each instance where August 16, 2019 is referenced herein by such new date.

2. **Contracting out Firefighting and Emergency Medical Services:** The City and the Union agree that, effective August 16, 2019 at 8: a.m., the City shall be permitted to contract out firefighting and emergency medical services currently provided by the Union and its members, according to terms of the provisions of this MOU and the terms of the Agreement.

3. **Offer of Employment with OCFA:** All City Fire Department safety employees identified in Attachment B – Exhibit 1 of the Agreement shall be offered employment by the OCFA, at the rank and salary and under the terms and conditions specified in Section IX Personnel of the Agreement, including Attachment “B”, Attachment B – Exhibit 1, and Addendum to Attachment B- Leave Agreement, which are attached to this MOU as Exhibits 1 - 4 and incorporated herein and are thus part of this MOU between the parties. Members who accept employment with the OCFA are hereafter referred to as “transitioning employees.”

OCFA’s offers of employment to the Union’s members are contingent upon those members meeting the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement.

OCFA’s offers of employment to the Union’s members are also contingent upon those members passing a Live Scan background check pursuant to the terms and conditions specified in the OCFA Live Scan Disqualification Guidelines, attached to this MOU as Exhibit 5.

4. **Members Rejected Due to Industrial Injury or Medical Condition:** In the event the medical examination process reveals a medical condition that disqualifies the member from OCFA employment as a firefighter, the member may, in good faith, file a workers’ compensation claim. The City agrees that it will accept claims that fall under the following Labor Code presumptions: 3212, 3212.1, 3212.6, 3212.8, and 3212.9.

Union members who are on leave pursuant to Labor Code section 4850 on the date of transition and who thus are not immediately offered an employment position by OCFA may continue to receive their Section 4850 payments for the duration of their statutory entitlement (up to one year) under the law. However, such individuals will not be considered employees of the City beyond the date of transition and not entitled to an employment position with the City after the transition effective date. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

Union members who are off on a non-industrial injury or illness leave or who have exhausted their Labor Code 4850 benefits on the date of transition will be laid off from the City as of the date of the transition, and shall be paid for the accrued leave per

the existing MOU between the City and the Union. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

a) Any member who fails to meet the standards for employment for OCFA employment on August 16, 2019 will be offered employment on the first occasion on which the member meets the standards, provided, however, OCFA shall not be obligated to offer any employment beyond August 16, 2020.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued leave per the terms of the current City/Union MOU, or electing to have the CASH VALUE of their accrued leave balances transferred to a General Leave bank that the City will transfer to OCFA within fourteen (14) days after the Agreement effective date of August 16, 2019.

a) **Cash-out:** Members wishing to cash-out all, or a portion, of their eligible accrued annual leave balance must notify the City by no later than August 2, 2019.

b) **Transfer cash value of accrued leave:** The City will establish a General Leave bank for each transitioning employee who transitioned from a Garden Grove Fire Fighters Association position at the CITY. The leave bank will be funded with the CASH VALUE of the eligible accrued annual leave that the transitioning employee elects to have transferred to OCFA. The CASH VALUE of the General Leave Bank will be based on the value of the transitioning employees' accrued annual leave hours at the time of transition which will be calculated as follows: number of each transitioning employee's eligible accrued annual leave hours multiplied by the base salary hourly rate as specified in Section 5.F.vi of the City/Union MOU. Sick leave is ineligible for cash-out or transfer under the terms of the MOU between the City and the Fire Management Association.

Within fourteen (14) days after the transition date, the City will transfer the General Leave Bank to OCFA to administer. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU. Transitioning employees will be required to exhaust the balance of their OCFA accrued leave balances before using the General Leave bank. Employees may draw upon the General Leave bank for vacation or sick leave.

Upon a transitioning employee's request to utilize leave from the General Leave bank, OCFA will deduct from the General Bank leave bank the cash value of the number of leave hours requested, which will be calculated by the number of hours used multiplied by the base salary hourly rate in effect at the time the leave is used. On an annual basis, OCFA will provide each transitioning employee with a statement of the remaining CASH VALUE of the employee's General Leave bank account.

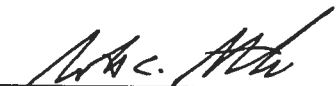
General Leave banks are not eligible for cash-out by OCFA in lieu of using said time during the transitioning employee's employment with OCFA. Any amounts

remaining in a transitioning employee's General Leave bank at the time of separation will be eligible for cash-out.

Pursuant to the terms of the Leave Agreement between the City and OCFA, attached as Exhibit 4 to this MOU, the cashability of the General Leave may be open to negotiation during negotiations for a successor MOU. Unless and until a cash-out option for the General Leave bank is agreed upon through the collective bargaining process, the General Leave bank is not eligible to be cashed-out by transitioning employees in lieu of using said time during their employment at OCFA. Any amounts remaining in the General Leave bank at the time of separation, for any reason, will be eligible for cash-out at the CASH VALUE as established at the time of transition.


6. No Agreement to Contract for Fire Services and Emergency Medical Services: In the event the City decides not to enter into an Agreement with OCFA, Union members shall continue their employment as employees of the City pursuant to the terms and conditions of the applicable MOU, rules and regulations. The parties shall resume negotiations on a successor MOU to the MOU that expired on December 31, 2018 as soon as practicable.

City of Garden Grove

By: 
City Manager, Scott C. Stiles

Date: 4/11/19

Garden Grove Fire Management Group

By: 
Justin Truhill, President

Date: 4/8/19

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9547-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE MEMORANDUM OF UNDERSTANDING ON TERMS AND CONDITIONS FOR THE TRANSITION OF PERSONNEL TO THE ORANGE COUNTY FIRE AUTHORITY BY AND BETWEEN THE ORANGE COUNTY EMPLOYEES ASSOCIATION, GARDEN GROVE CHAPTER AND GARDEN GROVE LEAGUE CHAPTER, AND THE CITY OF GARDEN GROVE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

1. That the Memorandum of Understanding by and between the Orange County Employees Association, Garden Grove Chapter and Garden Grove League Chapter and the City of Garden Grove, and signed by the Sr. Labor Relations Representative on behalf of the OCEA, and the City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

Adopted this 9th day of April 2019.

ATTEST:

/s/ STEVEN R. JONES
MAYOR

/s/ TERESA POMEROY, CMC
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on April 9, 2019, by the following vote:

AYES: COUNCIL MEMBERS: (5) O'NEILL, BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES: COUNCIL MEMBERS: (1) BRIETIGAM
ABSENT: COUNCIL MEMBERS: (0) NONE
ABSTAIN: COUNCIL MEMBERS: (1) NGUYEN T.

/s/ TERESA POMEROY, CMC
CITY CLERK

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE
AND
THE ORANGE COUNTY EMPLOYEE'S ASSOCIATION, GARDEN GROVE
CHAPTER**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Orange County Employee's Association, Garden Grove Chapter ("OCEA").

WHEREAS, OCEA is the recognized employee organization for designated classifications of employees employed by the City of Garden Grove, including: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary;

WHEREAS, the City is currently evaluating a proposed contract from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services Agreement ("Agreement") which, if approved by the City, will result in the contracting out of the following OCEA positions which currently support the operation of the City's Fire Department: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary;

WHEREAS, OCEA and the City have informally met and conferred to discuss issues associated with contracting out of fire services and related emergency medical services, and through such discussions have reached an agreement concerning the rights and entitlements of OCEA members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

WHEREAS, OCEA and the City wish to memorialize their agreement and provide for certain rights and entitlements of OCEA members associated with the contracting out of fire services and emergency medical services;

NOW, THEREFORE, the parties to this MOU hereby agree as follows:

1. **Effective Date of Contracting Out of Fire Services to OCFA:** If an Agreement is reached between the City and OCFA, the City and OCFA have agreed that the effective date for the contracting of fire services and emergency medical services is **August 16, 2019**; provided, however, that if the transition does not occur on August 16, 2019, this MOU shall become null and void. In the event the City and OCFA agree to extend the transition date, the date of August 16, 2019 may be extended by mutual written agreement of OCEA and the City and such extended date shall be incorporated into this MOU and replace each instance where August 16, 2019 is herein by such new date.

2. **Contracting out OCEA positions that support the City's Firefighting and Related Services:** The City and OCEA agree that, effective August 16, 2019 at 8:

a.m., the City shall be permitted to contract out OCEA positions that currently support the City's firefighting operation and are currently held by OCEA members, specifically the positions of: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary, according to the terms of this MOU.

3. **Offer of Employment with OCFA:** The following OCEA members will be offered employment with OCFA at the position and salary step that is closest to each member's salary at the City: Bryson P. Dahlheimer, Fire Prevention Specialist, Salary Step 1; Don T. Nguyen, Senior Fire Prevention Specialist, Salary Step 11, and Amanda M. Pollock, Administrative Assistant, Salary Step 6. The offer of employment will be contingent upon the members meeting the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement.

a) **Deadline to accept offer of employment:** The offer of employment will remain open until June 30, 2019, after which the offer of employment with OCFA will be rescinded.

b) **New hire status:** OCEA members who accept a non-safety position with OCFA will be considered "new hires" and will serve a probationary period. All non-safety employees will follow the OCEA General/Supervisory Unit MOU. Bilingual pay and education incentive will be available based on application pursuant to the terms of OCFA MOU.

4. **Offer of Employment with the City:** OCFA has determined that it does not have a Fire Apparatus Mechanic position to offer OCEA member Jesse Guzman. The City agrees to appoint Mr. Guzman to the City position of Equipment Mechanic, at his current salary step as a Fire Apparatus Mechanic, effective 8:00 a.m. on August 16, 2019.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued vacation, floating holiday hours and compensatory time off balances per the terms of the current City/OCEA MOU, or electing to have the CASH VALUE of their accrued leave balances transferred to a General Leave bank that the City will transfer to OCFA within fourteen (14) days after the Agreement effective date of August 16, 2019.

a) **Cash-out:** Members wishing to cash-out all, or a portion, of their eligible accrued leave balance must notify the City by no later than August 2, 2019.

b) **Transfer cash value of accrued leave:** The City will establish a General Leave bank for each member who transitions to OCFA employment. The General Leave bank will be funded with the CASH VALUE of vacation, floating holiday hours and compensatory time off that the transitioning employee elects to have transferred to OCFA. The CASH VALUE of the General Leave Bank will be based on the value of the transitioning employees' eligible accrued leave hours at the time of transition which will

be calculated as follows: number of each transitioning employee's eligible accrued leave hours multiplied by the base salary hourly rate in effect during the last pay period.

Within fourteen (14) days after the transition date, the City will transfer the General Leave Bank to OCFA to administer. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU. Transitioning employees will be required to exhaust the balance of their OCFA accrued leave balances before using the General Leave bank. Employees may draw upon the General Leave bank for vacation or sick leave.

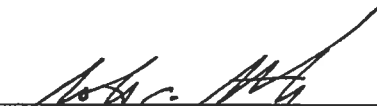
Upon a transitioning employee's request to utilize leave from the General Leave bank, OCFA will deduct from the General Bank leave bank the CASH VALUE of the number of leave hours requested, which will be calculated by the number of hours used multiplied by the base salary hourly rate in effect at the time the leave is used. On an annual basis, OCFA will provide each transitioning employee with a statement of the remaining CASH VALUE of the employee's General Leave bank account.

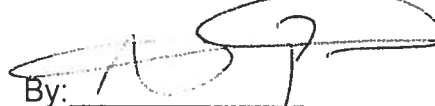
General Leave banks are not eligible for cash-out by OCFA in lieu of using said time during the transitioning employee's employment with OCFA; however, any amounts remaining in a transitioning employee's General Leave bank at the time of separation will be eligible for cash-out.

d) **Sick Leave and Regular Holiday Hours:** Consistent with the terms of the MOU, any accrued, unused sick leave and regular holiday hours at the time the member transfers to OCFA is not eligible to be cashed-out and will be forfeited.

CITY OF GARDEN GROVE

Orange County Employee's Association,
Garden Grove Chapter ("OCEA")

By: 
City Manager, Scott C. Stiles

By: 
Aaron Peardon, Senior Labor
Relations Representative

Date: 4/11/19

Date: 4/9/19